

BOARD OF SUPERVISORS

Brown County



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EXECUTIVE COMMITTEE

Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman

Patrick Buckley, Bernie Erickson, Erik Hoyer,

Richard Schadowald, John Van Dyck

EXECUTIVE COMMITTEE

Monday, August 7, 2017

5:30 p.m.

Room 200, Northern Building

305 E. Walnut St., Green Bay

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION
ON ANY ITEM ON THE AGENDA.

- I. Call meeting to order.
- II. Approve/modify agenda.
- III. Approve/modify Minutes of Special June 21, 2017 & July 10, 2017.

Comments from the Public

1. Review Minutes of: None.

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Communications

3. Communication from Veterans' Recognition Subcommittee re: Proclamation Declaring August 19, 2017 as Purple Heart Recipients' and Disabled Veterans' Day – Request for Approval.

Resolutions, Ordinances

4. An Ordinance Amending Subsection 2.13(3) of Section 2.13 of Chapter 2 of the Brown County Code of Ordinances Entitled "Meetings, Agendas".
5. Resolution to Ratify the Proposed 2017 Labor Agreement between Brown County and the Brown County Human Services Professional Employees Association.
6. Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees.

Standing Item

7. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE.

Reports

8. Internal Auditor Report

- a) Board of Supervisors & Veterans Recognition Subcommittee Budget Status Financial Reports – June 2017 (Unaudited).
- b) Status Update: July 1 – July 31, 2017.

9. **Human Resources Report**

- a) Review of Chapter 4 revisions.
- b) Update re: Electrician's Pay. *June motion: To refer to Administration and Human Resources to give numbers of how many units and people this affects and bring information back to Executive Committee.*

10. **Department of Administration Report**

- a) Budget Status Report – Levy Funded Departments as of June 30, 2017.

11. **County Executive Report**

Closed Session:

- 12. **Open Session:** Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown.
- 13. **Convene into Closed Session:** Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County Board of Supervisors shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown.
- 14. **Reconvene into Open Session:** The Brown County Board of Supervisors shall reconvene into open session for possible voting and/or other action regarding obtaining property for employee parking downtown.

Other

- 15. Such other matters as authorized by law.
- 16. Adjourn.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a special meeting of the Brown County Executive Committee was held on Wednesday, June 21, 2017 in Room 207 of City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

Present: Chair Lund, Supervisor Moynihan, Supervisor Hoyer, Supervisor Erickson and Supervisor Van Dyck
Also Present: Director of Administration Chad Weininger, Internal Auditor Dan Process, Director of Port and Resource Recovery Dean Haen, Bond Counsel Brian Della

**Audio of this meeting is available by contacting the County Board office at 920-448-4015*

I. Call meeting to order.

The meeting was called to order by Chair Lund at 6:45 pm.

II. Approve/modify agenda.

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public: None

Resolutions & Ordinances

1. Resolution Authorizing the Issuance and Sale of \$8,710,000 General Obligation Corporate Purpose Bonds, Series 2017A.

Bond Counsel Brian Della informed that Moody's has given Brown County a Triple A rating and had positive things to say with no red flags. Bidding was aggressive and there were seven different companies from around the country that bid on the bonds. The winning interest rate was 2.59 for 20 year bonds. Della noted the Federal Reserve has raised rates three times, but this is really only moving the first few years and long-term rates are still very competitive. He also said that keeping the bonding at less than \$10 million was very helpful. The winning bidder was BOK (Bank of Oklahoma) and they have a branch office in Milwaukee. Della continued that the total expense is \$655,000 less than was estimated earlier.

Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to approve sale of bonds to BOK Financial at an interest rate of 2.587%. Vote taken. **MOTION CARRIED UNANIMOUSLY**

2. Resolution Authorizing the Sale of Bay Port Property owned by Brown County to Triple P, Inc., d/b/a Peters Concrete Company.

Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

3. Adjourn.

Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to adjourn at 6:49 pm. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Recording Secretary

PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Executive Committee was held on Monday, July 10, 2017 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

Present: Chair Lund, Supervisor Schadewald, Supervisor Van Dyck, Supervisor Erickson, Supervisor Buckley, Supervisor Hoyer, Supervisor Moynihan
Also Present: Director of Administration Chad Weininger, Internal Auditor Dan Process, Human Resources Director Kathryn Roellich, Supervisor Brusky, Corporation Counsel Dave Hemery, Jim Rafter, TJ Parins, Jesse Jacques, media and other interested parties

**Audio of this meeting is available by contacting the County Board Office at 920-448-4015*

I. Call meeting to order.

The meeting was called to order by Chair Lund at 5:30 pm.

II. Approve/modify agenda.

Motion made by Supervisor Hoyer, seconded by Supervisor Erickson to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/modify Minutes of June 12, 2017.

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public – None

1. Review Minutes of: None.

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to pay. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Communications

3. Communication from Supervisor Evans re: To have Corporation Counsel and Human Resources review Chapter 4 and the Employee Handbook Chapter 30.01 as it relates to language for Progressive Discipline and make appropriate suggestions as how to incorporate such language and procedures. *Held for one month.*

Corporation Counsel Dave Hemery and Human Resources Director Kathryn Roellich informed the Committee that language has been drafted for updates to Chapter 4 specific to corrective actions and layoffs and terminations. This draft is included in the agenda packet to be reviewed so it can be put on the agenda for next month's meeting. The current language was provided along with an explanation of the changes and a strike out and addition copy of the proposed changes. Hemery informed there is not anything too controversial with regard to the proposed changes.

Motion made by Supervisor Van Dyck, seconded by Supervisor Buckley to refer to staff. Vote taken. **MOTION CARRIED UNANIMOUSLY**

4. Communication from Supervisor Ballard re: A resolution in support of 2017 Assembly Bill 292, and Senate Bill 228, relating to the sale of the Green Bay Correctional Institution, construction and lease with an option to purchase a new correctional institution within Brown County. *Referred from June County Board.*
Supervisor Brusky thanked the Committee for discussing this item and indicated that Supervisor Ballard was not

able to attend the meeting as he is currently out of the state; however, Allouez Village President Jim Rafter was here. Brusky passed out a copy of the proposed resolution, a copy of which is attached. The resolution is self-explanatory and basically mimics what was passed by Kewaunee County, with changes made to reflect what is pertinent to Brown County.

Brusky said the Green Bay Correctional Institute (GBCI) is an aging facility which was initially built to be a bicycle factory. The facility is 119 years old and needs a lot of updating and Brusky feels it would cost more to update the building appropriately than to build a new facility. She also said the Sheriff's Department responds to a number of injuries and incidents at the GBCI. This rationale for this resolution is multi-faceted and one of the predominant benefits is that this would benefit both Brown County and the Village of Allouez.

Rafter said the bottom line is that GBCI is an old facility which represents about \$80 - \$100 million dollars of economic development in Brown County as well as a few million dollars of property tax to wherever the new prison will be built. One of the concerns people have is that Representative Steffen is proposing that the new facility be privately owned, but publicly run by the DOC. The reason Representative Steffen is proposing that it be privately owned is because the State knows they have to replace the prison, but there is no desire for bonding or spending \$300 million dollars on it. What Representative Steffen is proposing is that a private developer builds a facility to the specifications of the DOC and then to lease it back from them until such a point where there is an option to either buy or continue leasing. Rafter said people have concerns about this because they do not know if it makes financial sense. Representative Steffen wants this to go out for RFP to sell the prison and build a new one to get actual numbers of what it will cost. There is a kill switch that if it does not make financial sense, the deal does not go anywhere.

Supervisor Van Dyck said he agreed with what Rafter said, but wished the resolution talked about the economic gain to the Village and the County and what could be done by relocating the facility. He has issues when it gets into things like the facility being beyond its depreciable life cycle and some of the things described in the resolution like the leasing of the facility. He feels those things are above and beyond what the County Board's interests are. What the County wants is for the facility to be moved and for the property it is currently on to be developed. How a new facility is built and financed elsewhere is the State's business, not the County's business. If the resolution was re-written to include what the County is looking for such as the increased tax base and those types of things, Van Dyck would be for this, but he is not in favor of the resolution as it is currently written. He did say that he does appreciate that the resolution stated the prison be built in the County, because he knows that Kewaunee County was also looking at putting a proposal forward and from a County perspective, he has difficulty supporting something that would allow jobs to move out of the County as that obviously would have an impact on residents.

With regard to comments made about altercations and incidents at the current facility, Supervisor Buckley asked how that differs from other facilities in the State. He noted there is a human factor and in the prison environment, there will always be issues, no matter where the facility is and whether it is a newer or older facility. Buckley also said the State reimburses the municipalities for the investigations the Sheriff's Department does at the prison and asked Rafter how much the Village gets from the State for GBCI. Rafter responded that the State pays the water bill, but he did not think the State paid for police and fire coverage. Buckley suggested Rafter check on this because he has been given information to the contrary and reiterated that there will be issues in the prison where the Sheriff's Department will need to be involved whether it is a new or old facility. He would also like to see the resolution address what Brown County's purpose and interest in this is.

Rafter addressed Buckley's comments concerning safety and altercations at the prison and said that there are three maximum security prisons in the state and GBCI had over twice as many incidents reported for altercations of prisoner on prisoner and prisoner on staff than the other two combined. He also referenced a recent report that indicated 25% of all incidents relating to prisoners on staff in the entire state are at GBCI and said that age of the facility has a lot to do with that. Rafter also agreed with Van Dyck that language in the resolution regarding the economic gain and benefits to the County would be desirable, but said it was crafted the way it currently is to try to get the people in Madison to realize that this is a much bigger problem than to just Allouez and Brown County.

Supervisor Schadewald said he supports this resolution and would like to see it move forward to the County Board next week.

Motion made by Supervisor Buckley, seconded by Supervisor Erickson to take Item 9 at this time. Vote taken.
MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to support this Resolution. Vote taken.
Ayes: Lund, Buckley, Erickson, Hoyer, Schadewald Abstain: Van Dyck MOTION CARRIED 5 TO 1

5. **Communication from Supervisor Van Dyck re: Amend the Debt Reduction Infrastructure and Property Tax Ordinance) to include language that clarifies that the ½% sales tax ends as soon as sufficient sales tax funds are collected to pay for identified and approved projects or \$147 million, whichever comes first. *Referred from June County Board.***

Van Dyck said he brought this communication in reaction to some of the conversation that took place at the last County Board meeting where there seemed to be a push to change the resolution to identify what would be done with the excess funds. It seemed that there was a desire to allow any excess funds to be distributed back to the communities and he disagrees with that. There also seemed to be some confusion with regard to what would take place and that was the purpose of this communication. Van Dyck is will to have this received and placed on file, pending that the discussion does not resurface. He feels that as the tax progresses we can keep good track of the funds so we do not get into a situation where there is a large amount of excess funds that we have to do something with.

Schadewald said it is his understanding that we can get monthly reporting of the collection of the sales tax and review it on an ongoing basis at either the Executive Committee or Administration Committee and we should know several months in advance when we have collected the specified amount and can end the tax.

Buckley asked Director of Administration Chad Weininger how long it takes to turn off the tax. Weininger responded that it is his understanding that the tax has to be ended on December 31. Hemery said that to start the tax, the County has to give 120 days' notice, but to end the process is more difficult. There are some exceptions in the Statutes, but what he has been told by the DOJ is that the tax would have to be ended on December 31 of a year because all of the machines need to be adjusted at the same time. This would mean that if the tax is in year five and the County has the funds they need, the tax could be ended at the end of year five. If it would go into year six, the odds are that the tax would have to continue throughout all of year six and be terminated at that end of that year.

Buckley would like to see language that any excess tax would go towards paying off the County's debt because it is not that easy to turn the tax off and it does take some time to get through the process and let all vendors know. He noted that the tax amount could be fulfilled part way through a year and then the tax would have to continue for the remainder of the year which could result in a large excess. Weininger said he would like time to check with the Department of Revenue on the process of ending the tax and bring information back to the next Administration Committee meeting.

Van Dyck said the public was told that when sufficient funds were collected, the tax would be stopped. Now it is being said that even if the funds were all collected at five years and two months, the tax would not end until the end of the year so there would be excess funds and therefore he does not know if his communication is correct in that it does not even sound like what he is suggesting can be done. He feels we need some communication or resolution out there saying what the intention is with regard to any excess funds that are collected. Weininger said that is the reason they will cash flow project everything and if they know that they are far in advance in collections it will give them time to stop the tax. He suggested that this be referred to the next Administration Committee meeting to give him time to gather additional information.

Motion made by Supervisor Van Dyck, seconded by Supervisor Schadewald to receive and place on file. Motion rescinded

Motion made by Supervisor Van Dyck, seconded by Supervisor Schadewald to refer to Administration Committee. Vote taken. MOTION CARRIED UNANIMOUSLY

6. **An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled "Property Assessed Clean Energy Financing". *Held for one month and referred back from June County Board.***

Motion made by Supervisor Erickson, seconded by Supervisor Hoyer to take Items 6 & 7 together. Vote taken. MOTION CARRIED UNANIMOUSLY

Supervisor Erickson noted that this matter has been discussed a number of times. Weininger said there have been some questions with regard to this and he wants to address those. One of the reasons this has been held up is because Supervisor Buckley had some concerns with the triple net leases as well as the special assessments. They have worked through this and he is amenable to modifying the resolution to include language that landlords would have to notify their tenants that they have entered into these agreements. Weininger feels this would be a reasonable change and has spoken with the Counties Association and they are also amenable to these changes and feel that they are reasonable. Buckley acknowledged that Weininger has worked hard to get this figured out.

Motion made by Supervisor Buckley, seconded by Supervisor Erickson to amend the resolution to include language that any property owner entering into the PACE program notify their tenants of the same. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Hoyer, seconded by Supervisor Schadewald to approve the Resolution as amended. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Erickson, seconded by Supervisor Schadewald to approve the Ordinance. Vote taken. MOTION CARRIED UNANIMOUSLY

7. **Property Assessed Clean Energy (PACE) Resolution. *Held for one month and referred back from June County Board.***

See action at Item 6 above.

8. **Resolution re: A Change in Table of Organization for the Department of Administration's Risk Manager, Buyer, and Purchasing Clerk Positions.**

Weininger informed he has been holding the Buyer position open because the budget was a little tight, but that position does need to be filled. There is also an open Administrative Clerk position and in talking with staff Weininger feels it is possible to merge the Admin Clerk and Buyer duties together and eliminate the Admin Clerk position. In addition, he would like to increase the salary for the Risk Manager position by about \$7000. The reason for this is that the Risk Manager position has been open for quite some time. They extended an offer to someone but they turned the position down. They also talked to someone else who also turned the position down. The applicants are looking for roughly \$90,000 - \$100,000.

Van Dyck said he understands combining the Administrative Clerk and Buyer position and does not have a problem with it, but he does not understand a Risk Manager also being in charge of the Purchasing Department. He feels these are two completely different skill sets and he does not understand how the County will find someone to fill this dual role. He feels they may be able to find someone very good at risk managing who won't know anything about purchasing, or vice versa and for that reason, he is going to vote against this. Weininger responded that in looking for efficiencies over time, these positions were merged. What they are really looking for is a Risk Manager and Weininger said that the Purchasing Department runs well by itself. The purchasing aspect is overseen by the Risk Manager and is basically a matter of following policies and procedures that are outlined in State law and based on best practices. Purchasing does need some oversight, but Weininger said it is very little oversight, whereas they do need someone very strong in Risk Manager. Without having a Risk Manager on staff, there is potential great liability. They are focusing on someone with the Risk Manager background who can also look at the purchasing duties, but he reiterated that those functions are fairly non-complex and outlined in the ordinances and policies.

Schadewald was of the impression that what Weininger was looking for is a Risk Manager. Weininger said what he is asking for in this resolution is merging the Admin Clerk and the Buyer together which is not really changing

anything, but right now he cannot find someone at the dollar amount currently allocated to hire for the Risk position that would also oversee Purchasing. He is saying that with the \$45,000+ savings from combining the Buyer and Admin Clerk position, he would like to add a little piece of that to the salary for the Risk Manager so he can offer someone an amount that will result in the position being filled.

Erickson asked what the Risk Manager does. Weininger responded that the job of the Risk Manager is to oversee the County's risk and liability. Erickson recalled seeing the former Risk Manager's name associated with the Elfe – Welsing situation. Weininger explained that part of the grievance procedure is to have an independent party review the grievance and that is why the Risk Manager heard the grievance. Erickson said that he would be cautious about having the Risk Manager review grievances. The grievance procedure was discussed further but it was noted that grievance procedures were not the subject of this Item.

Van Dyck noted that the Risk Manager position is to manage risk, not people. He feels if the person they hire has anything to do with purchasing, "purchasing" should be somewhere in the job title, such as Risk and Purchasing Manager to identify that the person also has something to do with purchasing. Weininger will talk to HR about this but noted that the purchasing duties are included in the job description. Buckley noted he was glad to see administration combining some positions and said he would like to see more of that where possible.

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to approve the change. Vote taken.

MOTION CARRIED UNANIMOUSLY

9. Resolution Supporting 2017 Assembly Bill 292 & 2017 Senate Bill 228, Regarding the Sale of the Green Bay Correctional Institution.

See action at Item 4 above.

Standing Item

10. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE.

Motion made by Supervisor Schadewald, seconded by Supervisor Buckley to hold for one month. Vote taken.

MOTION CARRIED UNANIMOUSLY

Reports

11. Internal Auditor Report

a) Request For Proposal (RFP) – Auditing Services (Project #2159).

Internal Auditor Dan Process recalled that he indicated last month that an RFP will be going out for auditing services. The proposed RFP was included in the agenda packet. Process said the initial contract would be for three years with two optional extensions.

Motion made by Supervisor Van Dyck, seconded by Supervisor Erickson to approve the RFP as presented. Vote taken. MOTION CARRIED UNANIMOUSLY

b) Board of Supervisors Budget Status Financial Reports – May 2017 (Unaudited).

Process said one of the initiatives of the County Board Office for 2017 was tablets for the Supervisors. A number of tablets were purchased in 2016 and Administration Committee and Executive Committee had the option to have use of the tablets and Process feels this should be discussed to see if this initiative should be expanded. Lund suggested that Process talk to Chair Moynihan about this since the funds fall under the County Board budget. Lund also suggested that any Supervisors who currently have the tablets let Moynihan know how they like using them because he feels that there could be savings realized by having everyone use the tablets.

Motion made by Supervisor Buckley, seconded by Supervisor Schadewald to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

c) **Status Update: June 1 – June 30, 2017.**

Motion made by Supervisor Van Dyck, seconded by Supervisor Schadewald to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

12. **Human Resources Report**

a) **Discussion re: Electrician's Pay.**

Lund informed that he had been contacted by the electricians who asked that this be included on the agenda. He referred this to the HR Director to find out what can be discussed regarding this. Roellich informed that according to State Statutes 111.70, the County is only allowed to engage in base wage bargaining which they have done with the electricians. The County Board can do additional compensation such as a market adjustment, bonus, merit pay, performance pay or supplemental compensation outside of the bargaining unit and agreement without going to referendum. She provided a language from the Statutes regarding this, a copy of which is attached.

Schadewald reminded that because of Act 10 and Wis. Stats. 111.70, the unions cannot be offered in negotiations anything more than the CPIU based on the date of the contract, etc. What we have to consider is that we the County has organized units of workers who deserve the same things the other employees get and we have to develop some mechanism to provide them something that is reasonable to compensate them at the same rate as the other employees. If this is not done there will be diminishing returns in work, enthusiasm and effort.

Supervisor Moynihan arrived at 6:24 pm.

Schadewald does not know that this can be figured out tonight, but feels it is something to work on and he is hopeful that the current HR Director stays on and a resolution can be found. The law is very specific on this and he feels that this situation is inequitable and we need to provide a resolution or solution. He does not believe the Board or this Committee wants to be inequitable in compensation.

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to suspend the rules to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

-Jesse Jacques

Jacques provided the Committee with a packet of information, a copy of which is attached. He thanked the Committee for allowing him to speak and indicated that the four electricians are in attendance at the meeting. He also wished it noted on the record that communication with HR Director Kathryn Roellich has been very good. He said this has not always been the case and noted that there have been something like 17 HR Directors over the last 16 years and he feels that this may be part of the reason this situation exists.

Jacques said the electricians have accepted CPI and he also represents the Green Bay electricians and School Board electricians, but this situation does not happen with them. They agree on CPI, they meet and confer and then come up with a way to get everyone across the board. He agreed with Supervisor Schadewald in that an easy way to fix this would be to give these people a bonus. There are also other ways to compensate as outlined in Roellich's e-mail. He said there are a number of options that other municipalities use such as bonuses, merit increases, premium pay, pay schedules, automatic pay increases and changing job descriptions, none of which require going to referendum. Jacques feels something was lost on this as a result of lack of communication with former HR Directors. He has dealt with four different HR Directors in the last 1 ½ years. He keeps hearing they get CPI and that is all, but that is not true and he feels the electricians deserve more than that. They do a lot of hard work for the County every day and he said that there is risk in the job. He also noted that all four electricians are master electricians, which is the highest credential an electrician can get. Master electricians in the private sector are making up to \$40 an hour and Jacques does not feel the County could hire electricians for what they currently pay.

Jacques continued that the handout includes a chart with a breakdown of what the pay would be if they got the 1% raise, what they got at the .67% and what the difference is. For the highest paid electrician, it is 11¢. The total cost to implement this would be \$9000. He noted the electricians do work all over the County and they feel under-appreciated and that their questions do not get answered. The handout also contains a copy of the City's

agreement with the International Brotherhood of Electrical Workers for comparison purposes. He noted Article 3 in the City agreement reflects a 2% across the board base wage increase and he said that the School Board does it the same way. Jacques understands that the County needs to be mindful of the budget, but said that these electricians work hard for the County and have families to support. He reiterated that \$9000 is what is needed to fix this. He also noted that due to the revolving door in the HR Department, they waited on their raises for about eight months. The former Interim HR Director directed Jacques to the Administration Committee, but they were then informed that that is not where this should have been brought up, that it needed to come to the Executive Committee, further delaying this. He said any of these guys could find work elsewhere, but they are dedicated to the County and have been here a long time, but they feel like they are not being treated fairly and it is not because Act 10 says they cannot be. There are municipalities all across the State giving across the board raises.

Jacques also pointed out that the four electricians all have the same classification as master electricians, but they are all at different pay rates. Fenlon and Hall have the same job but there is a 3¢ difference in their pay. He realizes that 3¢ is not a huge amount, but everyone should be on an even playing field. Jacques feels this is discriminatory and just because someone is in a labor union does not mean they should be discriminated against. It would be another story if these electricians were not working hard and doing their jobs, but that is not the case.

Supervisor Moynihan said he is trying to understand the wage disparity and asked if it was due to time of service. Roellich explained that Fenlon's position is classified as a journeyman electrician, not a master electrician. She explained to Jacques and Fenlon that in order to get that changed, a table or organization change would have to be initiated by the department head with the oversight committee. With regard to the 3¢ difference, Roellich has looked into that and found it is a result of the rounding and when people started and how they got the increases. Jacques said the issue with Roellich's answer is that the electricians' essential duties and qualifications do not change from master level to journeyman level; they are asked to do the same work. Roellich understood this, but reiterated that there is a process in place to make classification changes and there is not a mechanism to automatically do the progression at this point so it has to follow the process that is available. Roellich is not saying this would be denied or approved; she is just saying that it has to follow the proper procedure. In this case, Fenlon's oversight committee would be Planning, Development and Transportation. Fenlon said that his department head, Paul Fontecchio, looked him right in the eye and told him he would not back him up.

Jacques said Fontecchio did not appear to be willing to listen to any of this and he does not feel that Fontecchio will be any help. He wants to be sure that the Supervisors are aware of the situation and reiterated that Fenlon is being asked to do master level work at journeyman level status.

Van Dyck asked if there would be an option to decertify and then not be held to these levels but be treated like every other non-union employee. Roellich said that they do have that option. Van Dyck asked if there were other groups that are in a similar situation as the electricians that could make the same case. Roellich responded that there is one other bargaining unit and that is at Human Services and she noted that the nurses' union decertified this year. Van Dyck said he does not have a problem looking at this, but as he has said in the last few meetings, he does not want to be looking at these requests for wage adjustments that are being brought outside of the budget for consideration. Several other people in different departments have asked for similar things. Van Dyck is not saying he is not in favor of this, he is not necessarily against what these electricians are saying, it is that this is outside of the budget cycle and we cannot keep doing this month after month after month. These issues need to be dealt with at budget time. If it is a classification issue, that is something that is brought to PD&T to be addressed.

Jacques responded that he agreed with Van Dyck, but the problem is that with the revolving door in HR, they have not been able to get answers from the County on any of this. He agreed that this should be done at budget time, but when they cannot get any answers to what they need they do not have anywhere to go and they missed a lot of time. He reiterated that the communication with Roellich has been better. Jacques said as a taxpayer he feels the same way Van Dyck does and he wants to make sure the County is spending the way they say they are spending, but these electricians did not have that chance. If this could have been brought at budget time it would have been, but that was not possible.

Schadewald said he wanted to make it clear that if the electricians are brought to the 1% and then the CPI is more and there is not enough money, they may not get the CPI. Jacques understands that.

-TJ Parins

Parins informed he represents the Brown County Human Services professional employees. He wanted to address Van Dyck's point and said that they have been trying to negotiate with the County, but the County said previously that they would not negotiate the contract to discuss all this until they recertify. The recertification process for the State starts January 1 and they do not know until the end of April or beginning of May whether the certification goes through or not. They cannot begin negotiations until the certification goes through so when talking about doing this in the budget process, the County would not negotiate at that point. Parins continued that in the past the County has treated employees fairly and they have not singled out two groups of employees to get less of a raise than everyone else. The County has consistently given the represented units the same increase as the rest of the employees and therefore the expectation was that they would negotiate and accept the CPI and then meet and confer to come up with a way to get the same increase, whether it be a bonus or worded in some other way. Parins continued that when a group is represented, they can only negotiate for base wages, but there are other things that the representation does such as help with discipline issues and improvements in the workplace. Parins asked that the Human Services professional employees be treated fairly and like all the other employees and he noted that they are not asking for anything more than that. In addition, they understand that if the CPI is higher, they will be treated like the rest of the employees and they have never asked for more than that.

Parins continued that the Human Services Department has had a lot of turnover and by telling the employees that they are only worth half of what the other employees are getting is sending the wrong message. There are some other issues with regard to the classifications and descriptions. There are social workers who have been employed with the County for many years, but new people are coming in with less experience and getting paid more. There used to be circumstances where these people could get more money, but all of those things have been eliminated. He would like the Supervisors to look into the equities because they are losing good qualified employees because of it.

As far as the electricians and Human Services groups, Parins feels they should be treated like all the rest of the employees. He said they are good, hardworking people and are the front line workers dealing with some of the hardest people in the community and they should be appreciated and compensated. They are not feeling appreciated and do not feel that the job they do is valuable.

Van Dyck asked Schadewald to clarify what he said earlier. Schadewald said he looked up the current chart and as of 6-27-17 the WRC is estimating that those contracts that start on December 1, 2017 are going to get a 1.79 CPIU. In January of 2017, they could only get .67. He said that if the County is looking to create an environment where they want to treat everyone fairly, they have to realize the rules of the game and start playing by them. There are a lot of issues that Act 10 brought up that nobody thought out and this is one of the main culprits. Schadewald said he would prefer to have a policy where the County is fair all the time to all of the employees rather than hooking something on the CPIU on some years, but not other years because the County cannot afford it. Schadewald said that the rule says to go over the CPI, it has to go to referendum. If the CPI is 1.75, the County does not have to give them that. Van Dyck understood that, but feels that if you live by the rule one way, you have to live by it the other way. Parins said that under Act 10, there is no ability to go to arbitration. If the County would say they are not going to give the CPI, it is done. There really is no negotiating party.

Lund felt that this was getting too far into negotiation points and the Committee needs to stick with what can be done tonight. Parins said that all he is asking for is fairness across the board. He and Jacques both thanked the Committee for listening to their concerns

Motion made by Supervisor Erickson, seconded by Supervisor Buckley to return to regular order of business.

Vote taken. MOTION CARRIED UNANIMOUSLY

Lund said problems will continue to exist unless there is a system of pay progression based on number of years of service to be sure that employees are fairly compensated. He said people need to start thinking about this because you don't want to get to the place where new people have to be hired and trained all the time.

Schadewald felt this should be referred to administration to find out what other units and how many people this affects so that everyone can be treated equally and fair. He said this is one place where government is working for its constituents because we have not had a steady HR department which has resulted in a lot of questions in various areas. He said that this will work out in the end but we need to create some equity in the future and that will be done by the policies and decisions made by the Board. He would prefer to set the policy now before it becomes hypocritical because the CPI is going up. If we are going to tell these employees they can only get the CPI when it is good for us but not when it is bad for us that will create a loss of respect and will not foster a good long term working relationship. Schadewald feels changes can be made for a long-term policy so all employees are treated fairly.

Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to refer to Administration and Human Resources to give numbers of how many units and people this affects and bring information back to Executive Committee. Vote taken. MOTION CARRIED UNANIMOUSLY

Van Dyck agreed with the intent of what Schadewald is saying and said he does not disagree that we have issues that need to be resolved and this is just one of many. He is not disagreeing with what the electricians have brought forward and he sympathizes with the fact that there has not been a consistent HR presence which has caused these issues to go on. However, he fears making decisions in isolation because of the ramifications that those things have as we go forward. In our attempt to fix an inequity today because we haven't had the department or resources to make it right, we react to it and make a decision, and then are stuck with that decision going forward which can cause other problems in other areas or an even greater problem moving forward that was not anticipated. He would prefer to have all of these issues addressed all together so there is total continuity in bringing things forward. Van Dyck realizes this will take more time and patience, but he feels if we give it time, the resources are being put in place to resolve the things correctly for the entire County overall.

Moynihan said he is troubled with the disparity in Mr. Fenlon wages with the others as he does not think this is right. If he is doing the same work as the other three, he questions why he is not being paid the same. Moynihan would like to see this referred to Corporation Counsel to bring a resolution forward at PD&T for a reclass. Schadewald said that the table of organization is for one journeyman and three masters, so the table of organization would have to be changed which needs to be started at the oversight Committee. Van Dyck said that if Fenlon is doing the master level work and if that is the work that he is being required and expected of him, then the manager of the department has to come forward and say that they need four master level electricians rather than three masters and a journeyman and then justify the need to have four master electricians and have the table of organization modified accordingly. He feels the department head needs to be held accountable to justify the fact that the department needs four master electricians where in the past they only needed three. Moynihan said if Fenlon is doing the work of a master by the direction of his superior, he should be classified accordingly. Van Dyck, did not disagree, but said that the department head should be bringing this forward to address. Buckley said that this situation could happen in any department and although he is not saying that this is not deserved, the process for reclassification needs to be followed. Lund referred to the request heard last month from the employee of the Clerk of Courts Office and said that the appropriate process was not followed. If the worker is being assigned the duties of a different position, the department head has to come forward to say that the person is doing duties that fall under a different classification.

Moynihan would like HR to look first and foremost at Fenlon's position. Moynihan said we are talking about human beings and their work product, not budget books and numbers. Moynihan said these numbers are totally unfair and he wants to see it remedied.

Erickson asked who the represented groups are. Roelich said the groups are the supervisory at the Sheriff's Department, the non-supervisory at the Sheriff's Department, Human Services professionals and electricians. The supervisory and non-supervisory at the Sheriff's Department are exempt from the provisions of Sec. 111.70, so only the electricians and Human Services professionals are affected by this. Erickson said he has always supported the union contracts when they come forward. There are negotiators that negotiate the contracts on both sides, so when they come before the Board he makes the assumptions that both sides have agreed on the terms. Erickson invited Fenlon to contact him directly to talk about the disparity in his wages, but Erickson did not think a decision on that could be made at this meeting. Lund agreed that it is a discussion item, but the Committee can take action

by referring the situation. Erickson continued that he has had e-mails from other bargaining unit and during the budget process a 1% raise plus \$400 was agreed upon. He noted that for some of the lower paid positions, the \$400 was a big percentage, but as he told a lot of people, they should not count on these types of increases every year. There are years where employees do not receive any increase. Erickson also talked about the insurance and said that he has been on the Board for 14 years and the insurance seems to be an issue ever year. There are times when the insurance increases more than what the pay increases covered and he gets calls on this because the represented people paid the same insurance but had negotiated raises. It was a vice versa situation than what the electricians are talking about tonight. This seems to be a balancing act that is going back and forth. Erickson concluded by saying this is a budget issue and we cannot open the can of worms right now and he again told Fenlon to contact him directly.

Motion made by Supervisor Moynihan to forward Mr. Fenlon's position to HR and Corporation Counsel for reclassification of his position to that of employees Braun and Hall and bring forward at the next regular PD&T meeting. Motion failed for lack of second

13. Department of Administration Report

a) Budget Status Report – Levy Funded Departments as of May 31, 2017.

No action taken.

14. County Executive Report

No report; no action taken.

Other

15. Such other matters as authorized by law. None.

16. Adjourn.

**Motion made by Supervisor Van Dyck, seconded by Supervisor Moynihan to adjourn at 7:20 pm. Vote taken.
MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Recording Secretary

**ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE
FOR August 16, 2017 MEETING**

LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
ATTY. GARY WICKERT	12W27-2/21/17	7/21/2017	\$ 6,622.75	Airport General
Michael Best	1474877	7/13/2017	1,392.00	Fox River Fiber Sludge
Total ----			\$ 8,014.75	

GARY A. WICKERT, S.C.
Attorney and Counselor at Law
801 E. WALNUT • P.O. BOX 1656
GREEN BAY, WISCONSIN 54305

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188
wicklaw@gbonline.com

July 21, 2017

Brown County Airport
P.O. Box 23600
Green Bay WI 54305-3600

Re: General Matters
Our File No. 12 W 27

STATEMENT

DATE	FOR SERVICES RENDERED:	HOURS
6/26	Phone conference with Tom Miller re: \$ 25.09	.75
6/27	Review \$ 25.09 and Permit-Ground Transportation; Letter to Attorney Hemery	.75
6/28	Letter from Sue Bertrand re: FAA/Mead & Hunt;	.10
	Letter from Tom Miller re: Vaisala;	.10
	Review information re: GBP lease;	.10
	Review Clabots, Executive Air, Cummins, and call to Sue Bertrand to discuss all three;	1.00
	Email from Tom Miller re: CAP lease;	
	Revise CAP lease;	.60
	Phone conference with Sue Bertrand and Tom Miller re: miscellaneous matters-American Airlines, Executive Air, etc.;	.40
	Review information from Sue Bertrand re: Executive Air-diesel fuel/percentage rent;	
	Phone conference with Jim Prast	.60
6/29	Letter to Jim Prast at Executive Air;	.20
	Prepare for meeting with August N. re: Amano;	
	Meeting at Airport with August N. Sue Bertrand, and Tom Miller	2.65
6/30	Phone conference with Tom Miller and Sue Bertrand re: ground transportation	.30
7/3	Review material from August N. re: Amano;	
	Phone conference with Sue Bertrand re: Amano revisions	.75
7/5	Letter from Sue Bertrand re: Amano;	.10
	Letter from Sue Bertrand re: ground transportation;	.10
	Phone conference with Sue Bertrand re: Amano;	.50
	Revise letter to Dave Hemery re: ground transportation;	.10
	Phone conference with Dave Hemery re: ground transportation;	.30
	Work on Amano/Millennium	.90
7/6	Phone conference Sue Bertrand re: Amano/Millennium;	
	Letter to Sue Bertrand and August N. re: Amano/ Millennium	1.75

Page Two
July 21, 2017

7/7	Received 2017 version of Amano matrix and review same;	
	Phone conference with Sue Bertrand re: Amano	.65
7/10	Compare 2016 (06) and 2017 (08) versions of Amano matrix;	
	Phone conference with Sue Bertrand re: changes to matrix re: Amano	1.50
7/13	Phone conference with Sue Bertrand re: FAA, Amano, and ground transportation	.35
7/14	Review and revise Cummins;	
	Letter to Sue Bertrand re: Cummins;	.40
	Phone conference with Sue Bertrand re: Amano and \$ 25.09	.65
7/17	Phone conference with Dave Hemery;	
	Prepare "clean" of \$ 25.09;	
	Email to Dave Hemery;	.50
	Phone conference with Tom Miller and Sue Bertrand re: ground transportation;	
	Email to August N. re: Amano;	.40
	Phone conference with Tom Miller re: \$ 25.09	.40
7/18	Email from Dave Hemery and review reformatted \$25.09;	.15
	Review correspondence from August N. re: Amano;	
	Phone conference with Sue Bertrand re: Amano, CAP, etc.;	
	Phone conference with Tom Miller re: ground transportation;	1.00
	Letter from Sue Bertrand re: FAA lease;	.10
	Review documents/correspondence from Sue Bertrand re: Vaisala assignment	.10
7/19	Emails from Sue Bertrand re: Amano/Millennium and review and revise agreements prior to transmission;	
	Phone conference with Sue Bertrand re: Amano/Millennium and final \$ 25.09 for PD&T;	1.00
	Email from Sue Bertrand to Amano	.10
7/20	Review Certificate of Insurance - Green Bay Packaging;	.10
	Review information from Executive Air re: 2016 percentage rent;	
	Phone conference with Sue Bertrand re: Executive Air;	1.00
	Letter from Sue Bertrand (Jim Prast) re: Executive Air;	.10
	Phone conference with Sue Bertrand re: FAA/ Navigational Aids, Oneida Promo Lease, etc.;	.25
	Letter from Sue Bertrand to Tito re: FAA/MOU;	.10
	Letter from Jim Prast re: percentage rent item;	.10

Page Three
July 21, 2017

7/20	Letter from Marty Piette re: Oneida Promo Lease and review Oneida Conflict of Interest and Non- Disclosure; Phone conference with Marty Piette; Letter to Mary Wasurik; Letter to Marty Piette, Tom Miller, and Sue Bertrand	1.35
7/21	Review emails - Tom Miller and Kirk Safford (Lyft)	<u>.10</u>
	TOTAL HOURS:	22.45

22.45 HOURS @ \$295.00 PER HOUR = \$6,622.75

AMOUNT DUE ON ACCOUNT: \$6,622.75

Thank you.
GAW:prn





RECEIVED BY
JUL 17 2017
Brown County
Corporation Counsel

Michael Best & Friedrich LLP
Attorneys at Law
One South Pinckney Street
Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Phone 608.257.3501
Fax 608.283.2275
www.michaelbest.com

EIN 39-0934985

Juliana Ruenzel, Corporation Counsel
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Remittance for Payments:
Michael Best & Friedrich LLP
PO Box 88462
Milwaukee, WI 53288-0462

Wire Transfer Instructions
Bank Name: BMO Harris Bank, N.A.
111 W. Monroe Street, Chicago, IL 60603
ABA Routing # 071000288
Name of Acct: Michael Best & Friedrich LLP
Acct # 0024122010
SWIFT Code: HATRUS44

Invoice Date July 13, 2017
Invoice No. 1484877

Client/Matter 018236-0047 Fox River Fiber Sludge Disposal Matter

For professional services rendered through June 30, 2017, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>	<u>Total</u>
6/13/17	I Pitz	Review revised agreement from Patrick Taylor; teleconference with Dean Haen regarding same; draft proposed response.	2.50	\$ 1,200.00
6/19/17	I Pitz	Revise and send counterproposal to Patrick Taylor.	0.40	192.00
Total Hours and Services			2.90	\$ 1,392.00

Total Services	\$ 1,392.00
Total Disbursements	0.00

Total This Invoice	<u>\$ 1,392.00</u>
--------------------	--------------------

Batch # 08012017

GL # 100.016.001.5716

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Invoice 1484877
018236-0047
July 13, 2017
Page 2 of 2

Outstanding Invoices:

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
5/4/17	1470790	\$ 1,632.00	\$ 0.00	\$ 1,632.00
6/6/17	1477234	432.00	0.00	432.00
7/13/17	1484877	1,392.00	0.00	<u>1,392.00</u>
Outstanding Due:				<u>3,456.00</u>

Outstanding Invoice Aging:

0-30	31-60	61-90	91-120	121+
1,392.00	432.00	1,632.00	0.00	0.00

Timekeeper Breakdown:

<u>Timekeeper</u>	<u>Title</u>	<u>Hours Billed</u>	<u>Billed per Hour</u>	<u>Bill Amount</u>
I Pitz	Partner	<u>2.90</u>	\$ 480.00	<u>\$ 1,392.00</u>
Totals		2.90		\$ 1,392.00

OFFICIAL PROCLAMATION

HONORING PURPLE HEART RECIPIENTS AND DISABLED VETERANS

WHEREAS, since its inception in 1932, the Purple Heart has been awarded to more than 1.8 Million Veterans, including being retroactively awarded to recipients as far back as the Civil War, and from 1942 forward the Purple Heart has only been awarded to service men and women wounded or killed by enemy action on or after April 5, 1917. Furthermore, of the 18.8 Million Veterans living in the United States, 3.9 Million suffer from service-connected disabilities, and 1.2 Million of those have service-connected disability ratings of 70% or more; and

WHEREAS, these courageous Purple Heart Recipients and Disabled Veterans have made grievous sacrifices and have endured extreme hardships while serving our country, putting their lives on the line to protect our freedoms, and earning them the respect, esteem and profound gratitude of the American public and the citizens of Brown County for their service and bravery; and

WHEREAS, in the words of Ronald Reagan, “*Freedom is never more than one generation away from extinction. We didn’t pass it to our children in the bloodstream. It must be fought for, protected, and handed on for them to do the same, or one day we will spend our sunset years telling our children and our children’s children what it was once like in the United States.*”

NOW THEREFORE, in honor of their service and the sacrifices they have made, the Brown County Board of Supervisors hereby proclaims August 19, 2017 as Purple Heart Recipients’ and Disabled Veterans’ Day.

Troy J. Streckenbach
County Executive

Patrick W. Moynihan, Jr.
Chair, Brown County Board of Supervisors

Bernie J. Erickson
Chair, Veterans’ Recognition Subcommittee

Jerry E. Polus
Brown County Veterans Service Officer

AN ORDINANCE AMENDING SUBSECTION 2.13(3) OF SECTION 2.13 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "MEETINGS, AGENDAS"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection 2.13(3) of Section 2.13 of Chapter 2 of the Brown County Code of Ordinances is hereby amended as follows:

(3) The Chairman shall call the session of the County Board to order at the usual time or at the hour to which the Board stands adjourned. The business in order shall be:

1. Call to order.
2. Invocation.
3. Pledge of Allegiance to the flag.
4. Opening Roll call.
5. Adoption of agenda.
6. Comments from the Public:
 - a. State name and address for the record.
 - b. Comments will be limited to five minutes.
 - c. The Board's role is to listen to public comments, and not to ask questions, discuss nor take action regarding public comments.
- ~~6.~~ 7. Adoption of the minutes of the previous meeting.
- ~~7.~~ 8. Announcements by Supervisors.
- ~~8.~~ 9. Presentation of petitions, communications, etc. for consideration.
- ~~9.~~ 10. Appointments by County Board Chair and County Executive.
- ~~10.~~ 11. Reports of the Board Chair and County Executive.
- ~~11.~~ 12. ~~Committee Reports.~~ Reports Other Than Standing Committee Reports.
- ~~12.~~ 13. ~~Other reports.~~ Standing Committee Reports.
- ~~13.~~ 14. Presentation and consideration of Resolutions and Ordinances from the County Board standing committees in alphabetical order.
- ~~14.~~ 15. ~~Such other matters as are authorized by law.~~ Closed session when necessary upon advice of Corporation Counsel.
- ~~15.~~ 16. ~~Presentation of bills over \$5,000.00.~~ Such other matters as are authorized by law.
- ~~16.~~ 17. ~~Roll Call.~~ Presentation of bills over \$5,000.00.
- ~~17.~~ 18. ~~Closed session when necessary upon advice of Corporation Counsel.~~ Closing Roll Call.
- ~~18.~~ 19. Adjournment.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel at Request of County Board Chairperson

Final Draft: Reviewed, Edited and Approved by Corporation Counsel

Fiscal Impact: This ordinance does not have a fiscal impact, and therefore does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCIADDEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600
PHONE (920) 448-4015, FAX (920) 448-6221

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: August 1, 2017
REQUEST TO: Executive Committee
MEETING DATE: August 7, 2017
REQUEST FROM: Patrick W. Moynihan, Jr.
County Board Chairperson

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE AMENDING SUBSECTION 2.13(3) OF SECTION 2.13 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "MEETINGS, AGENDAS"

ISSUE/BACKGROUND INFORMATION:

Amendments are necessary so that the County Ordinance reflects the current County Board practice regarding Meetings and Agendas.

ACTION REQUESTED:

Approval of requested amendments.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

August 16, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO RATIFY THE PROPOSED 2017 LABOR AGREEMENT BETWEEN
BROWN COUNTY AND THE BROWN COUNTY
HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION**

WHEREAS, negotiations were undertaken by and between the County of Brown ('County') and the Brown County Human Services Professional Employees Association ('Association') regarding the terms and conditions of the current County-Association Labor Agreement ('2016 Agreement'); and

WHEREAS, said negotiations resulted in negotiated changes to the terms and conditions of the 2016 Agreement which are proposed in the 2017 Agreement, including: 1) A one year extension to the current County-Association Labor Agreement so that it runs through 2017; and 2) Effective January 1, 2017, an increase of 0.67% in total base wages for Association employees with a start date of December 31, 2016, or prior; and

WHEREAS, the Brown County Administration Committee and Executive Committee both desire to have the above mentioned negotiated changes included in the 2017 Agreement, and both committees have determined that it is desirable to ratify the 2017 Agreement with those two included changes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the Board approves of and desires to ratify the 2017 Agreement with the proposed two changes mentioned above, and that the Board hereby authorizes and directs the County Executive and the County Clerk to execute said 2017 Agreement on behalf of Brown County, with an effective date of January 1, 2017.

Fiscal Impact: This resolution does not require an appropriation from the General Fund. The funds were allocated in the 2017 budget.

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Human Resources
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 11, 2017
REQUEST TO: Administrative Committee and Executive Committee
MEETING DATE: August 2, 2017 and August 7, 2017, respectively
REQUEST FROM: Kathryn Roellich
Human Resources Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO RATIFY THE PROPOSED 2017 LABOR AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION

ISSUE/BACKGROUND INFORMATION:

The Human Services Professional Employees Association is certified for 2017. A tentative agreement was reached between Brown County and the Human Services Professional Employees Association.

ACTION REQUESTED:

Authorization to execute a 2017 labor agreement with the Brown County Human Services Professional Employees Association.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No Funding was budgeted in the 2017 budget process.
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

2017 LABOR AGREEMENT BETWEEN

BROWN COUNTY

AND

THE BROWN COUNTY HUMAN SERVICES

PROFESSIONAL EMPLOYEES ASSOCIATION

**2017 LABOR AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN
COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION**

Article 1. RECOGNITION

The County of Brown hereby recognizes the Brown County Human Services Professional Employees Association ('Association') as the exclusive bargaining agent in and for all matters allowed by law for its employees covered hereafter in accordance with a certification issued by the Wisconsin Employment Relations Commission.

Article 2. WAGE SCHEDULE

Effective January 1, 2017, an increase of 0.67% in total base wages for Association employees with a start date of December 31, 2016, or prior.

Article 3. DURATION OF AGREEMENT

This agreement shall become effective as of January 1, 2017, and shall remain in force and effect up to and including December 31, 2017.

FOR BROWN COUNTY:

FOR HUMAN SERVICES PROFESSIONAL
EMPLOYEES ASSOCIATION:

SANDRA JUNO DATE
COUNTY CLERK

ATTY THOMAS J PARINS, JR DATE
AGENT

TROY STRECKENBACH DATE
COUNTY EXECUTIVE

AMY DINGELDEIN DATE
PRESIDENT

DAVID P. HEMERY DATE
Brown County Corporation Counsel
WI Bar No. 1033291
Approved as to Form by Corporation Counsel

TYLER LUEDKE DATE
VICE PRESIDENT

August 16, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO RATIFY THE 2017-2019 AGREEMENT BETWEEN
BROWN COUNTY AND THE BROWN COUNTY SHERIFF'S DEPARTMENT
NON-SUPERVISORY EMPLOYEES**

WHEREAS, negotiations were undertaken by and between the County of Brown (County) and the Brown County Sheriff's Department Non-Supervisory Employees Labor Association regarding the terms and conditions of the current *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2015-2016* ('2015-2016 Agreement'); and

WHEREAS, said negotiations resulted in negotiated changes to the terms and conditions of the current 2015-2016 Agreement (see attached proposed *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2017-2019*) ('2017-2019 Agreement') (note that negotiated changes are reflected in the attached 2017-2019 Agreement using strike-through for deletions and underline for additions); and

WHEREAS, the Brown County Administration Committee, Public Safety Committee and Executive Committee have all reviewed the terms and conditions of the 2017-2019 Agreement, and all three committees have determined that it is desirable to ratify the 2017-2019 Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the Board approves of and desires to ratify the *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2017-2019*, and that the Board hereby authorizes and directs the County Executive and the County Clerk to execute said Agreement on behalf of Brown County, with an effective date of January 1, 2017.

Fiscal Note: This resolution requires an appropriation from the General Fund. Total fiscal impact of the agreement is \$207,826 for 2017. Of that amount, \$156,355 was budgeted for in General Revenues in the 2017 budget. The remaining \$51,471 requires an appropriation from the General Fund.

Respectfully submitted,

ADMINISTRATION COMMITTEE
PUBLIC SAFETY COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Human Resources

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

Brown County

DIRECTOR

DATE: July 20, 2017

REQUEST TO: Administration Committee, Public Safety Committee and Executive Committee

MEETING DATE: August 2, 2017, August 2, 2017 and August 7, 2017, respectively

REQUEST FROM: Kathryn Roelich
Human Resources Director

**TITLE: RESOLUTION TO RATIFY THE 2017-2019 AGREEMENT BETWEEN
BROWN COUNTY AND THE BROWN COUNTY SHERIFF'S DEPARTMENT
NON-SUPERVISORY EMPLOYEES**

A resolution is needed to authorize the execution of a 2017-2019 Labor Agreement with the Brown County Sheriff's Department Non-Supervisory Employees.

Approval to execute a 2017-2019 labor agreement with the Brown County Sheriff's Department Non-Supervisory Employees with new terms and conditions.

1. Is there a fiscal impact? ☒ Yes ☐ No

a. If yes, what is the amount of the impact? \$207,826

b. If part of a bigger project, what is the total amount of the project? \$ _____

c. Is it currently budgeted? ☐ Yes ☒ No

1. If yes, in which account? _____

2. If no, how will the impact be funded? Transfer from General Fund

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

AGREEMENT

BETWEEN

BROWN COUNTY

AND

THE BROWN COUNTY

SHERIFF'S DEPARTMENT

NON-SUPERVISORY EMPLOYEES

~~2015-2016~~ 2017-2019

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(Index will be updated in the final document.)

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**BROWN COUNTY SHERIFF'S DEPARTMENT
NON-SUPERVISORY LABOR AGREEMENT**

This Agreement, made and entered into according to the provisions of Section 111.70 Wisconsin Statutes by and between Brown County as municipal employer, hereinafter called the "County" and the bargaining unit of the Brown County Sheriff's Department Non-Supervisory personnel, hereinafter called the "bargaining unit".

Article 1. PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Association bargaining unit~~ and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. ~~In keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his/her membership or activities in the bargaining unit, nor will the County interfere with the right of such employees to become members of the bargaining unit. The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state laws.~~

Article 2. RECOGNITION

The County hereby recognizes the ~~Brown County Sheriff's Department~~ bargaining unit as the sole and exclusive bargaining agent with respect to hours, wages and other conditions of employment for all regular law enforcement employees employed by ~~Brown the~~ County that have the power of arrest including Patrol Officers and Sergeants, but excluding the Sheriff, Chief Deputy, Captains and Lieutenants and all other department supervisors.

Article 3. MANAGEMENT RIGHTS RESERVED

Except as herein otherwise provided, the management of the department and the direction of the working forces is vested exclusively in the Employer.

It is further agreed, except as herein otherwise provided, that the responsibilities of management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control; provided, however, that the exercise of the foregoing rights by the County will not be used for the purpose of discrimination against any member of the Association or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be construed to allow management to affect wages, hours and conditions of employment of Association members as outlined in Section 111.70.

The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state laws.

48
49
50 **Article 4. NON-DISCRIMINATION**
51

52 The parties hereto agree that there shall be no discrimination with respect to any employee in the bargaining
53 unit because of race, creed, color, national origin, age, sex, ~~or~~ handicap, ~~or any other federal requirement.~~ In
54 keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no
55 discrimination by the County against any employee covered by this Agreement because of his/her
56 membership or activities in the bargaining unit, nor will the County interfere with the right of such
57 employees to become members of the bargaining unit.
58

59 **Article 5. PROBATIONARY PERIOD**
60

61 ~~All newly hired employees shall serve a one (1) year probationary period. The probationary period shall~~
62 ~~begin immediately upon being hired. Employees hired at the "Academy" rate shall be on probation during~~
63 ~~the Law Enforcement Academy training period and shall continue one (1) year after successful completion~~
64 ~~of the Academy. Employees hired at the "Start" rate, or above, shall have a one (1) year probation~~
65 ~~beginning immediately upon hire. During said probationary period, they shall not attain any bargaining unit~~
66 ~~seniority rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance~~
67 ~~procedure. The probationary period of one (1) year shall be extended to cover any unpaid leaves of absence.~~
68 Upon completion of said probationary period, employees shall be granted bargaining unit seniority rights
69 from the date of original hire. Notice of satisfactory completion of probation shall be given to the employee
70 and his/her personnel file shall so note. ~~The probationary period may be extended by mutual agreement of~~
71 ~~the parties, subject to acceptance by the employee.~~
72

73 **Article 6. BARGAINING UNIT ACTIVITY**
74

75 The bargaining unit agrees to conduct its business off the job as much as possible. However, agents and
76 representatives of the bargaining unit having business with members of the bargaining unit may confer with
77 such members during the normal working day for a reasonable time, provided that permission is first given
78 by the on-duty shift supervisor which will not be unreasonably withheld. The employer agrees not to deduct
79 any pay from any employee conducting such business. The bargaining unit will furnish the employer with a
80 list of its officers and representatives annually. Off-duty officers under no circumstances will be
81 compensated for conducting bargaining unit activity.
82

83 **Article 7. FAIR SHARE**
84

85 The Employer agrees that it will deduct from the earnings of each employee of the County belonging to the
86 Association for which the Association is the exclusive bargaining agent, an amount representing the
87 employees proportionate share of the cost of the collective bargaining process and contract administration,
88 and shall pay such amount to the Association. Such amount shall be measured by the amount of dues
89 uniformly required of members of the Association and shall be paid at the time such dues are regularly paid
90 by the members of the Association, all as shall be certified to the Employer by the Association.
91

92 The Employer will provide the Union with a list of employees from whom such deductions are made with
93 each monthly remittance to the Union. The Union shall indemnify and save the Employer harmless against
94 any and all claims, demands, suits, or other forms of liability, including court costs, that may arise out of or
95 by reason of action taken or not taken by the Employer for the purpose of complying with any of the
96 provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the

provisions of this Article.

Article 8. JOB DESCRIPTION

Descriptions for each job position within the department including such duties and expectations of the performance of the job shall be maintained by the Sheriff's Department and Human Resources Department. Failure to perform shall subject the employee to discipline, including reduction in rank, if necessary, to that rank which the employee can best perform.

Article 9. JOB BULLETINS

A job bulletin, for all jobs, except those critical to department efficiency and polygraph operator and K-9 patrol officers, effective January 1st of every year, shall be posted no later than December 10th, and subsequently signed by bargaining unit seniority, subject to personal qualifications, and the needs of the department. ~~Brown-The~~ County will neither financially gain nor lose when employees change jobs or shifts because of the job bulletin provision.

Any openings occurring during the year shall be filled by the department head, subject to rebulletining on the December date listed above for the next subsequent year. Polygraph operators and K-9 patrol officers must commit themselves to a minimum of three years of service in the job, ~~for all officers going into these jobs after January 1, 1986.~~

Employer shall have the authority to additional rebulletining at any time during the year.

~~The Transport Officer will have a 6-7 schedule.~~

Article 10. PROMOTIONS

Promotions to the position of Patrol Sergeant, Sergeant Investigator and Specialty Sergeants shall be determined by the following promotional procedure:

All individuals who are interested and meet the criteria set forth will take a written examination which will encompass the general area based on the specific position. Separate written examinations will be developed for Patrol Sergeant, Sergeant Investigator and Specialty Sergeants.

The positions of Court Sergeant, Court Coordinator Sergeant, Transportation Sergeant and Jail Electronic Monitoring Sergeant shall be filled based upon straight bargaining unit seniority with no written examination.

Candidates for promotion must have eight (8) continuous and completed years of bargaining unit seniority at the time of the testing procedure. Candidates selected for promotion will serve a six month probation period, which will include a monthly evaluation by supervisory staff. Upon satisfactory completion of the probation period the appointment shall become permanent.

The following criteria shall apply in the determination of those selected for promotion:

- A. No disciplinary related suspensions in the previous two (2) years from the dated posting. This does not include suspensions overturned during the grievance procedure or expunged from a deputy's file.

- 146
147
148 B. A written examination with a completion time of 2 ½ hours designed to establish a candidate's
149 knowledge of Brown County Sheriff's Department policy and procedures and statutory
150 provisions that are part of normal law enforcement work and which a Brown County Sheriff's
151 Deputy is expected to be familiar with shall be established. ~~All materials that will be used in the~~
152 ~~test shall be made available to the candidate.~~ Study materials applicable and relevant to the
153 examination shall be made available to the candidate. A passing grade of 70% shall be obtained to be
154 considered a "passing" score. This section shall count 40% of a candidate's score.
- 155 C. An oral interview shall be conducted by a panel of five (5) persons. The panel shall consist of
156 the Sheriff and/or Chief Deputy, Captain or Lieutenant of the specific division and two persons
157 selected by the ~~Non-Supervisory Labor Association bargaining unit~~ who have attained the rank of
158 Sergeant, but cannot include any candidate of this procedure. A passing grade of 70%
159 shall be obtained to be considered a "passing" score. The questions and scoring criteria
160 shall be determined by management and the ~~Non-Supervisory Labor~~
161 ~~Association bargaining unit~~. The scoring for this section shall be:
162
- 163 1. Each member of the panel must use whole scores (i.e. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10). Each
164 score from each panel member will then be added together to determine an average score for
165 each question. The average score for each question shall be added together and an aggregate
166 total from all panel members shall be averaged to determine a final score.
167
 - 168 2. In the event a panel member has scored a candidate on an individual question which is
169 separated by 2 or more points from the average of the other four panel members, the scores
170 must be reconciled with all panel members through discussion and review.
171
- 172 This section shall count 40% of a candidates score.
- 173
174 D. Candidates will be given credit for service in the Department. This service defined as
175 bargaining unit seniority shall be credited in the following manner:
176
- 177 Each completed year of service, up to a total of twenty measured by the anniversary date,
178 shall be multiplied by a factor of five with the resulting total becoming the final total except
179 that the maximum shall not exceed 100. This section shall count 20% of a candidate's
180 score.
- 181
182 The total obtained by applying the numerical scores earned on B, C and D above shall be
183 added together to obtain the final score of the Sergeant candidates. These scores will then be
184 used to establish an eligibility list with the candidate with the highest score tested numbered
185 one on the list and subsequent candidates shall be listed in order descending numerically as
186 determined by said score. In the event of a tie, the senior deputy will be placed higher.
187 Failure to obtain satisfactory scores shall result in the elimination of the candidate from the
188 promotional process. Said list shall remain in effect for two (2) years from the date on which
189 eligibility list is established and shall be determinative of those promoted to the rank of
190 Sergeant.
- 191
192 A panel of five (5) persons shall assemble. The panel shall consist of the Sheriff and/or Chief
193 Deputy, Captain and/or Lieutenant of the specific division and two (2) persons selected by
194 the ~~Non-Supervisory Labor Association bargaining unit~~ who have attained the rank of Sergeant,

but cannot include any candidate of this procedure. This panel shall grade the candidate's results from A, B, C and D above and establish the promotion list heretofore described.

Nothing contained herein shall impact members who currently hold the rank of Sergeant from being able to transfer/switch from Patrol to Investigative Sergeant or from Investigative to Patrol Sergeant.

Article 11. FIELD TRAINING OFFICER

~~The County may create up to nine (9) positions of Field Training Officer (F.T.O.). The Sheriff will determine the number of Field Training Officers (FTOs) and the number of FTOs by shift. If a FTO changes his/her shift after selection as FTO, that FTO may be removed based on the needs of the Sheriff's Office.~~ The ~~Field Training Officers~~ FTOs will be selected using the following procedure.

1. Voluntary sign up;
2. Minimum of three ~~and one-half (3-1/2)~~ years of bargaining unit seniority;
3. Oral Interview;
4. Peer Assessment
5. Final selection to be made by the Sheriff;

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Officers selected as Field Training Officers will be required to make the following commitments:

- a) ~~All officers selected must remain on the shift selected for them by the Sheriff, for a minimum of three (3) years, unless eligible and selected for promotion, or as otherwise determined by the Sheriff. Remain a Field Training Officer and stay in the Patrol Division on the shift selected as a Field Training Officer for a minimum of three (3) years, unless eligible and selected for a promotion.~~

- b) Attend Field Training Officer School on a voluntary basis as per Article 17(2).

~~The County and the Union agree that where the amount of Field Training Officers for shifts are listed in the current agreement, the total is discretionary and not mandatory and therefore the amount of Field Training Officers per shift may vary from the amount listed.~~

The compensation for Field Training Officers will be \$ 80 per hour above the existing top Patrol Officer rate. Field Training Officers shall be compensated during the entire length of commitment to the Field Training Officer Program.

Article 12. DISCIPLINARY PROCEDURE

No regular employee shall be disciplined or discharged except for just cause. Written notice of the discipline, suspension, or discharge and a description of the incident warranting the action shall be given to the employee with a copy to the bargaining unit.

The Internal Affairs Unit or an Internal Investigator assigned by the Sheriff shall report their findings to the Sheriff within forty-five (45) calendar days from the time that an administrative investigation is commenced. In the case of a complaint which is originally investigated as a criminal investigation, the Internal Affairs Unit shall have forty-five (45) days from the date such criminal investigation is completed

to finalize the investigation and forward it to the Sheriff. Upon receipt of the internal investigative report, the Sheriff or their designee shall within fourteen (14) calendar days hold an informal hearing on the matter. Upon completion of the informal hearing, the Sheriff or their designee shall within seven (7) days render his decision. All time lines contained in this paragraph may be extended for good cause by mutual agreement between the parties.

The subject under investigation shall first be advised of the allegations giving rise to the investigation. the subject shall be informed as to what law, rule, or regulation he/she is suspected of having violated. The allegations shall be communicated to the subject by means of a written summary of the allegations supporting the investigation. The subject may be represented by a representative of his/her choice who, at the discretion of the subject, may be present at all times during questioning of the subject.

An employee issued discipline may use the grievance procedure to appeal the disciplinary action and such grievance will be presented directly to the fourth step. Any grievance that may result from such action shall be considered waived unless presented in writing within fifteen (15) calendar days of the receipt of the notice of discipline by the employee.

Any time an investigation exonerates the deputy, the Department will maintain the investigatory file, but there will be no record of the investigation in the deputy's personnel file. Such investigations shall not form the basis for future discipline; however, they may be used by the Department in following-up on future complaints.

No evidence obtained during the course of any interrogation which is not conducted in accordance with the above, or the fruits thereof, may be utilized in any subsequent proceeding against the deputy. However, any later acquired evidence which is not the fruit of the poisonous tree may be used against the deputy.

~~Administrative Counseling~~ Register/Documentation of Oral Reprimands. Documentation of oral reprimands may be made only by way of an entry into an ~~administrative counseling~~ register maintained by the department pursuant to the following:

- (1) Oral reprimands may be documented in writing by any supervisor after review and approval (a) by the Supervisor as to shift personnel, excepting those matters relegated to the Jail Captain, (b) by the Patrol Captain regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of investigative division as to personnel in the detective division: (d) internal affairs Captain. During the review and before approval, the Captain making the review shall discuss the proposed written documentation and the underlying factual situation with the officer in question. The discretion of any Supervisor authorized to make entries into the counseling register may be controlled by the Sheriff and his administrative staff under policies or procedures that the Sheriff may deem appropriate.
- (2) The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).
- (3) Following the entry of an oral reprimand into the ~~Administrative Counseling~~ Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Supervisor making the entry as to the reason for the entry, and if appropriate, given instruction as to ways to avoid the conduct or action which led to the entry. After such counseling, both the officer being reprimanded and the counseling supervisor shall initial the entry.

(4) Entries made under the above procedure and properly initialed may be the basis of progressive discipline and factors in performance evaluations. If entries are made without the above procedure being followed, or are not initialed, they shall be void.

(5) Entries in the ~~Administrative Counseling~~ Register shall remain valid for purposes of progressive discipline or performance evaluation for a period of one year of their entry, and at the end of each year shall be void and considered expunged.

Article 13. INVESTIGATOR RATINGS

Present investigators excluding narcotics investigators, shall receive equal pay to sergeants of Patrol as has been the practice since the departmental organization of January 1, 1969. All individuals in such category shall have equal rank and be designated sergeant investigators with the rank of sergeant, previous ratings notwithstanding, and shall be entitled to have uniform badges. The sergeant investigator rank does not carry interchangeable rank seniority with the Traffic division nor does traffic sergeant carry interchangeable rank seniority with sergeant investigator.

Article 14. HOURS (6-3)

For 6/3 employees, the normal schedule for shift employees shall consist of six (6) duty days followed by three (3) days off on a repeating cycle; with each day consisting of an eight hour shift, plus the fifteen minutes required reporting time, resulting in an effective 8.25 hour work day and 2008 hours per year.

The Sheriff may choose to have a 4/4 schedule for K-9 Officers. For 4/4 employees, if any as determined by the Brown County Sheriff's Office,

~~The normal schedule for shift K-9 Officers employees shall would consist of four (4) duty days followed by four (4) days off on a repeating cycle; with each day consisting of a 10 hour shift, with no reporting time. K-9 handlers will receive 30 minutes of grooming time each day. -plus the fifteen minutes required reporting time, resulting in an effective 10 hour work day, with no reporting time-~~ The annual total of scheduled hours for a K-9 Officer is 2008, which includes the grooming time noted above.

For 5/2 employees, the normal schedule for shift employees shall consist of five (5) duty days which are Monday through Friday; with each day consisting of an eight hour shift with no reporting time.

The normal schedule for shift employees shall consist of six (6) duty days followed by three (3) days off on a repeating cycle; with each day consisting of an eight hour shift, plus the fifteen minutes required reporting time, resulting in an effective 8.25 hour work day. Personnel assigned to non-shift duties shall operate within the system of hours for pay purposes as previously in effect before the date of this Agreement, although nothing shall restrict the administration from reassigning personnel or shifts to meet the needs of the department, providing the pay provisions enumerated are followed. Employees will not be directed to work in excess of 12 consecutive hours in any 24 hour period except in the case of an emergency. In the

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event of an emergency, an officer may be directed to work 16 consecutive hours in a 24 hour period.

Effective July 1, 1996, for 6/3 and 4/4 employees, the above hours result in a work week of 38.62 hours which equates to 77.24 for a pay period. For 5/2 employees, the above hours result in a work week of 39.235 hours which equates to 78.47 for a pay period.

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Effective July 1, 1996, the above hours result in a workweek of 38.62 hours. If federal legislation would require a method of calculation that would result in a different method of interpreting the average in such a manner as to guarantee overtime within the existing work week, the parties agree to immediately renegotiate so that a work week within the limits prior to the requiring of overtime payment shall be reached, and in no case would overtime be paid for work performed within the limits outlined above.

Article 15. OVERTIME/CALL-IN TIME

Comment [RKA1]: Possible addition of flex schedule language

The parties hereby adopt the 207(k) exemption under the Fair Labor Standards Act (FLSA) for purposes of overtime for bargaining unit members. The work period for purposes of 207(k) exemption will be as follows:

<u>6/3 Employees</u>	<u>27 day cycle and 165 hours</u>
<u>4/4 Employees</u>	<u>24 day cycle and 147 hours</u>
<u>5/2 Employees</u>	<u>28 day cycle and 171 hours</u>

There is no pyramiding of Base Pay or Premium Pay.

Employees who work the 6-3 shift shall be compensated at the rate of one and one-half (1 1/2) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8.25 hours in any working day, except as provided below. Employees who work the 5-2 shift shall be compensated at the rate of one and one-half (1 1/2) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8.00 hours in any working day, except as provided below.

Notwithstanding the foregoing in the Patrol Division, management may, if manpower requires, move the least senior person on a shift up four (4) hours early after offering the move by seniority to cover for swing cars if the swing person is on vacation or pay back time without incurring overtime liability.

Minimum Call-In Time. A call-in is defined as any time an employee is required to work outside his/her normal work shift schedule. However, a call-in does not include the following:

1. Moving an officer forward to cover for a swing car as indicated above.
2. An extension of the normal work shift by one hour on the front or any extension on the back of such shift (exclusive of reporting time).
3. Disciplinary procedures where the officer is not vindicated through the grievance procedure.

379 4. Certain training time as provided below.

380
381 Employees will be compensated for a minimum of three (3) hours for any call-in time worked on a
382 scheduled work day. Employees will be compensated for a minimum of five (5) hours for any call in time
383 on a day off or scheduled vacation day. This call-in time shall be compensated at the normal rate of pay.
384 Call-in time shall not be pyramided with overtime.

385
386 District Attorney Conference. Employees shall be compensated for a minimum of ~~two hours of one hour~~
387 ~~and twenty minutes for any~~ call-in time from regular off duty time relating to conferences with the District
388 Attorney in preparation of cases. ~~This call-in time shall be compensated at one and one half (1 1/2)~~
389 ~~employee's normal rate of pay.~~

390
391 Court Appearance and Cancellations. If an employee is scheduled to appear in court on a normally
392 scheduled day outside the employee's normally scheduled hours, such employee shall receive a minimum of
393 four hours pay at his/~~her~~ normal rate of pay. An employee shall be compensated for five ~~four~~ hours of pay
394 at his/her normal rate of pay when a scheduled court appearance ~~call-in on a day off or scheduled vacation~~
395 ~~has been canceled is required on a scheduled day off or vacation day, unless canceled by 6:00 p.m. the day~~
396 ~~prior.~~

397
398 ~~An employee who is scheduled for court is required to call the shift supervisor after 6:00 p.m. on the day~~
399 ~~prior to the scheduled court appearance. In the event that a cancellation has not been confirmed at this time,~~
400 ~~the employee shall be entitled to the normal pay such employee was to receive as if the court appearance~~
401 ~~had not been canceled. Employees scheduled for a court appearance are required to call court the on duty~~
402 ~~Patrol Lieutenant to determine if they are to report. This call must be made prior to after 6:00 p.m. on the~~
403 ~~day previous prior to the court appearance.~~

404
405 In the event that an employee has been scheduled for two court appearances on any single day, one in the
406 morning and one in the afternoon, and the court case scheduled in the afternoon is canceled on the morning
407 thereof, the employee, if he/she appeared for the morning case, shall receive ~~40 minutes one (1) hour~~
408 ~~compensation at his/her time and one half rate of pay.~~

409
410 **Article 16. COMPENSATORY TIME**

411
412 The Employer and the employee may mutually agree that overtime may be taken as compensatory time.
413 Employees will also be allowed to take compensatory time for the 24 hours of involuntary training time
414 referenced in Article 17, paragraph 3, on an hour for hour basis subject to the limitations of this paragraph.
415 If overtime is paid, the compensation will be paid at the rate which is in effect at the time it is paid.
416 Employees shall not accrue compensatory time in excess of eighty (80) hours. The usage of such
417 compensatory time must be pre-approved.

418
419 **Article 17. TRAINING TIME**

420
421 Unless otherwise herein provided, the following will be the procedure for compensating the employee for
422 periods of training time.

- 423
424 1. During Normal Hours. Employees required to attend training sessions during the normally scheduled
425 hours shall be compensated at the employee's regular rate of pay for such hours scheduled.
426
427 2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on an employee's

off hours shall be entitled to pay calculated at a straight time rate.

3. Involuntary Training. Except as otherwise provided in this paragraph, when an employee is required to attend training by the employer during off hours, such employee shall be compensated at one and one-half (1 1/2) times his normal rate of pay for attending such schools. This paragraph will not apply to the first twenty-four (24) hours of training scheduled during off hours each year for training required to maintain law enforcement certification (including, without limitation by enumeration, firearms training). Notwithstanding the provisions of Articles 14 and 15 or any other provision of this agreement, such first twenty-four (24) hours will be paid at straight time subject to the Fair Labor Standards Act.

4. Changing Hours for the Purpose of Training. Under the limited conditions set forth below, the employer shall have the right to change an employee's normally scheduled hours for the purpose of training.

The employer may, for the purposes of training, change an employee's normally scheduled work hours if the following conditions are met:

- a) That the training time scheduled occurs between 7:00 a.m. and 5:00 p.m., excluding travel time.
- b) That the employee is notified of the change in hours for training purposes prior to his/her last day of work of the work cycle immediately before the work cycle in which the training time occurs. However, in no event shall such notice be given after 3:00 p.m. on the Friday immediately prior to the week the training is scheduled.
- c) That the employee is not required to work a shift which ends less than six (6) hours prior to the scheduled training time, or is the employee required to work a shift which commences less than six (6) hours after the end of the scheduled training time.
- d) That the scheduled training session be for a period of not less than two (2) hours.

Under the above circumstances, the employer may change an employee's normally scheduled hours to allow an employee to attend training. Under these circumstances, the employer will be required to pay the employee straight time.

Article 18. DISTRIBUTION AND CALCULATION OF OVERTIME

Bargaining Unit seniority will be used for distribution of overtime for members of the ~~Non-Supervisory Labor Association bargaining unit~~ in the following areas:

1. Court Officer/Security
2. Prisoner Transports
3. Administrative Assignments
4. Special Events
5. Courthouse Holding Cells
6. Hospital Guard Duty

Officers will not be precluded from overtime, nor will this section apply, when events occurring on their shift require an extension of that shift.

Vacancies will be filled by the senior officer(s) that volunteer to sign for available overtime postings.

If specific qualifications are required to perform the available overtime, the most senior qualified officer will be eligible to fill the vacancy.

Overtime opportunities occurring in the **Investigative and Patrol** divisions will be restricted to officers that maintain current qualifications.

Investigative overtime will be filled by the most senior investigator that volunteers to fill the vacancy.

Patrol overtime will be filled voluntarily by the most senior officer that have worked a bulletin position in the Patrol Division within the last year or maintain current certification for patrol. Certification can be maintained by the voluntary (without compensation) completion of a "Patrol Training Checklist."

Sergeant overtime in these divisions will be first, using Sergeant seniority within the division. Second, Department Sergeant seniority of those that maintain current qualifications. Third, bargaining unit seniority for qualified officers. Sergeants may work officer overtime slots, but will be required to perform the duties of the position they are filling.

If manpower needs exist at the end of a regularly scheduled shift, officers will be **held over** to fill vacancies using the following guidelines:

- By seniority, ask for volunteers from on-duty officers within the division in need of manpower.
- No volunteer found, fill vacancy by inverse seniority from on-duty officers within the division.

Order ins will be by inverse seniority of officers presently working the division in need of manpower. If for some reason this is not possible, officers that meet the qualifications to work the division in need will be ordered in by inverse seniority.

Overtime opportunities occurring in the **Marine and Snowmobile Units** will have a signing period consistent with past practices for all participants within that unit. After the first signing, remaining vacancies will be filled by unit seniority.

Specific programs or grants which create overtime opportunities paid by ~~Brown~~-the County, but reimbursed by another municipality, will be filled consistent with current contractual agreements with said municipality.

Overtime vacancies that occur with less than twelve (12) hours notice may be filled without using these guidelines.

When overtime becomes available between 12-72 hours prior to the start of the overtime, officers will be notified of the overtime by email or telephone. That overtime will be awarded to the

most senior person who has replied.

Changes to this article may need to be made as unforeseen circumstances present themselves. If a change to this policy is needed, management agrees to notify the association of its desire to make a change.

It will be the responsibility of the shift lieutenants to compile a scheduling folder indicating overtime openings. This folder will be updated monthly and will be made accessible to all qualified officers/sergeants within each respective division. Officers/sergeants qualified to work overtime in divisions other than the division they are assigned, will be placed on a seniority list and will be given the opportunity for such overtime, based on seniority.

It will be the officers/sergeants responsibility to sign his/her name in the available slots. If a name is occupied in a slot, the senior officer/sergeant signing will prevail over the junior officer/sergeant signing. It will be the responsibility of the overriding senior officer/sergeant to notify the shift lieutenant of the change. It will be the responsibility of the shift lieutenant to make such adjustments and initial the change (similar to that of the vacation book).

Once an officer/sergeant signs a overtime slot, that person will be responsible to ensure the slot is filled.

It will be each officer/sergeant's responsibility to remain apprised of the schedule by checking in seventy-two, (72), hours prior to the overtime shift. After seventy-two, (72), hours, the signing period for that slot will be closed to all officers/sergeants, allowing the senior officer/sergeant that signed the slot to work the assignment. If more than one person shows up to work an overtime slot, only the person's name that has been approved by a lieutenant will be paid.

This procedure will provide shift lieutenants seventy-two, (72), hours to contact eligible officers/sergeants by seniority to fill vacant slots that remain.

EXAMPLE: Eight (8) hour shift of overtime exists.

Any ~~non-Supervisory Labor Association bargaining unit~~ officer may sign for eight, (8) or four, (4) hours of the shift. Seventy-two (72), hours prior to the start of the shift the posting will be closed. The senior officer that signed for the eight, (8) hours will be given the overtime. If no officer signs for eight, (8) hours, the senior officers that signed for each half of the shift will get the overtime.

Within seventy-two, (72) hours of the beginning of the shift, the first officer to sign for half or all the shift will be given the overtime.

No bumping of officers from overtime should occur less than seventy-two (72) hours prior the start of the overtime lost.

Article 19. WEAPONS TRAINING

Employees will be compensated a minimum of three (3) hours for weapons training if scheduled outside of one (1) hour before or after an employee's scheduled work day.

~~Article 20. FIVE AND TWO PERSONNEL (move to Article 32)~~

~~At present the five day on - two day off shift works on a yearly basis, 2,080 hours (resulting in 2,040 hours~~

on an annual basis); while the six day on – three day off shift works 2,008 hours; because of this inequity, it is provided that employees that work the five and two shift shall receive five (5) additional days off per year.

Article 204. STANDBY STATUS

Employees off duty but not on vacation, when placed on standby status, shall notify the department as to where they can be located in a reasonable length of time. The employee shall be advised of the period of time for each standby status. The employee shall be notified through established call-up procedures.

Article 213. PAY PERIOD

The pay period for all members shall be bi-weekly. Payday shall be the Friday following the end of the pay period. Employees will be paid by direct deposit.

Article 223. SALARIES

Compensation schedule for ~~2015-2016~~2017-2019: The pay of employees of the Brown County Sheriff's Department shall be on the basis herein presented. The salaries are listed and paid bi-weekly, with each paycheck being compensation for the bi-weekly pay period immediately preceding the payday.

The rates of pay prescribed herein are based on a fulltime employment at normal working hours. The pay schedule of each patrolman in the various months of service and of the sergeants shall be retroactive to the payroll which includes the first of January ~~2015~~2017 and as listed herein. Employees performing the duties of a higher ranking officer shall be compensated at the rate of pay of such higher rank, provided that the performance of such duties is not expected as part of the job description of the employee in question.

Salaries paid will be rounded to two decimals and thus compatible with check stubs. Rounding will be via Excel.

Employees hired at the Academy Rate will progress to the "Start" rate upon successful completion of the Academy. The current wage offered is \$15.00 per hour for the duration of Academy training. The Academy cost will be paid by the County, with reimbursement from the State of Wisconsin. Should the Academy recruit voluntarily leave Brown County employment for another position in law enforcement within one year of Academy graduation, the Sheriff may require repayment of wages paid during the Academy period.

Effective 1/1/15 1.5%		
PATROL-OFFICER 6/3		
2,008 Hours (77.24 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Academy Rate	\$15.00	
Start	\$22.5539	\$1,742.06
6-Months	\$24.7602	\$1,912.48
18-Months	\$27.0008	\$2,085.54
30-Months	\$30.5242	\$2,357.69
42-Months	\$34.4582	\$2,661.55
72-Months	\$34.7819	\$2,686.55
PATROL-OFFICER 5/2		
2,040 Hours (78.47 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$22.2288	\$1,744.29
6-Months	\$24.3668	\$1,912.06
18-Months	\$26.6077	\$2,087.91
30-Months	\$30.0798	\$2,360.36
42-Months	\$33.9455	\$2,662.70
72-Months	\$34.2641	\$2,688.70
SERGEANT 6/3		
2,008 Hours (77.24 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$37.3039	\$2,881.35
SERGEANT 5/2		
2,040 Hours (78.47 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$36.7685	\$2,885.22

Effective 1/1/16 0.50%		
PATROL-OFFICER 6/3		
2,008 Hours (77.24 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Academy Rate	\$15.00	
Start	\$22.6667	\$1,750.78
6-Months	\$24.8840	\$1,922.04
18-Months	\$27.1358	\$2,095.97
30-Months	\$30.6768	\$2,369.48
42-Months	\$34.6305	\$2,674.86
72-Months	\$34.9558	\$2,699.99
PATROL-OFFICER 5/2		
2,040 Hours (78.47 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$22.3399	\$1,753.01
6-Months	\$24.4886	\$1,921.62
18-Months	\$26.7407	\$2,098.34
30-Months	\$30.2320	\$2,372.31
42-Months	\$34.1152	\$2,677.02
72-Months	\$34.4354	\$2,702.15
SERGEANT 6/3		
2,008 Hours (77.24 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$37.4904	\$2,895.76
SERGEANT 5/2		
2,040 Hours (78.47 Hours-Bi-Wkly)		
	Hourly	Bi-Wkly
Start	\$36.9523	\$2,899.65

Effective 1/1/17 2.00%**Patrol Officer 6/3**2008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	\$15.00	\$1,158.60
Start	\$23.12	\$1,785.79
6 months	\$25.38	\$1,960.48
18 months	\$27.68	\$2,137.89
30 months	\$31.29	\$2,416.87
42 months	\$35.32	\$2,728.36
72 months	\$35.65	\$2,753.97

Effective 1/1/18 1.85%**Patrol Officer 6/3**2008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	\$15.00	\$1,158.60
Start	\$23.55	\$1,818.83
6 months	\$25.85	\$1,996.75
18 months	\$28.19	\$2,177.44
30 months	\$31.87	\$2,461.58
42 months	\$35.98	\$2,778.83
72 months	\$36.31	\$2,804.92

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Patrol Officer 5/22040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	\$15.00	\$1,177.05
Start	\$22.79	\$1,788.07
6 months	\$24.98	\$1,960.05
18 months	\$27.28	\$2,140.31
30 months	\$30.84	\$2,419.75
42 months	\$34.80	\$2,730.56
72 months	\$35.12	\$2,756.19

Patrol Officer 5/22040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	\$15.00	\$1,177.05
Start	\$23.21	\$1,821.15
6 months	\$25.44	\$1,996.31
18 months	\$27.78	\$2,179.91
30 months	\$31.41	\$2,464.52
42 months	\$35.44	\$2,781.08
72 months	\$35.77	\$2,807.18

Sergeant 6/32008 Hours (77.24 Hours Bi-Wkly)

Start	\$38.24	\$2,953.67
-------	---------	------------

Sergeant 6/32008 Hours (77.24 Hours Bi-Wkly)

Start	\$38.95	\$3,008.32
-------	---------	------------

Sergeant 5/22040 Hours (78.47 Hours Bi-Wkly)

Start	\$37.69	\$2,957.64
-------	---------	------------

Sergeant 5/22040 Hours (78.47 Hours Bi-Wkly)

Start	\$38.39	\$3,012.36
-------	---------	------------

Effective 1/1/19 1.25%		
Patrol Officer 6/3		
<u>2008 Hours (77.24 Hours Bi-Wkly)</u>		
	Hourly	Bi-Wkly
Academy	\$15.00	\$1,158.60
Start	\$23.84	\$1,841.56
6 months	\$26.17	\$2,021.71
18 months	\$28.54	\$2,204.66
30 months	\$32.27	\$2,492.35
42 months	\$36.43	\$2,813.57
72 months	\$36.77	\$2,839.98

Effective 7/1/19 .75%		
Patrol Officer 6/3		
<u>2008 Hours (77.24 Hours Bi-Wkly)</u>		
	Hourly	Bi-Wkly
Academy	\$15.00	\$1,158.60
Start	\$24.02	\$1,855.38
6 months	\$26.37	\$2,036.87
18 months	\$28.76	\$2,221.19
30 months	\$32.51	\$2,511.04
42 months	\$36.70	\$2,834.67
72 months	\$37.04	\$2,861.28

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Patrol Officer 5/2		
<u>2040 Hours (78.47 Hours Bi-Wkly)</u>		
	Hourly	Bi-Wkly
Academy	\$15.00	\$1,177.05
Start	\$23.50	\$1,843.92
6 months	\$25.76	\$2,021.27
18 months	\$28.13	\$2,207.15
30 months	\$31.80	\$2,495.32
42 months	\$35.88	\$2,815.84
72 months	\$36.22	\$2,842.27

Patrol Officer 5/2		
<u>2040 Hours (78.47 Hours Bi-Wkly)</u>		
	Hourly	Bi-Wkly
Academy	\$15.00	\$1,177.05
Start	\$23.67	\$1,857.75
6 months	\$25.95	\$2,036.43
18 months	\$28.34	\$2,223.71
30 months	\$32.04	\$2,514.04
42 months	\$36.15	\$2,836.96
72 months	\$36.49	\$2,863.58

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Sergeant 6/3		
<u>2008 Hours (77.24 Hours Bi-Wkly)</u>		
Start	\$39.43	\$3,045.92

Sergeant 6/3		
<u>2008 Hours (77.24 Hours Bi-Wkly)</u>		
Start	\$39.73	\$3,068.76

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Sergeant 5/2		
<u>2040 Hours (78.47 Hours Bi-Wkly)</u>		
Start	\$38.87	\$3,050.01

Sergeant 5/2		
<u>2040 Hours (78.47 Hours Bi-Wkly)</u>		
Start	\$39.16	\$3,072.89

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Article 23.4. ADDITIONS TO BASE PAY

Court Officer, fulltime Patrol Division Accident Reconstruction Experts and Court Coordinator Sergeant shall receive \$0.18 per hour in addition to base pay. The Bomb Technician will receive \$.80 per hour in addition to base pay.

The Lead Canine Officer and Lead Dare Officer will receive the Sergeant rate of pay. The Direct Enforcement Officer I (DEO I) will receive the Patrol Officer rate of pay and the Direct Enforcement Officer II (DEO II) will receive the Sergeant rate of pay as long as municipality continues to contract with the County for those services.

Officers who regularly report to the Sheriff's Office at 2684 Development Drive and are required to relieve/report to the following locations will receive mileage allowance for the use of their personal car vehicle to report to the duty location.

Location	Mileage (Round Trip)
Allouez	7
Bellevue	9
Howard	23
Suamico	31

Officers who regularly report to the Howard Village Hall at 2456 Glendale Avenue and are required to relieve/report to the Suamico Village Hall following locations for a bulletin position will receive mileage allowance of 8 miles round trip, for the use of their personal vehicle car to report to the duty location: Suamico Village Hall – 8 miles round trip; Brown County Sheriff's Office at 2684 Development Drive – 23 miles round trip.

~~HOWARD: Officers assigned to relieve officers regularly assigned to Howard patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Howard location. Mileage allowance is calculated at 23.0 miles round trip at the annual rate as established by the IRS.~~

~~SUAMICO: Officers assigned to relieve officers regularly assigned to Suamico patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Suamico location. Mileage allowance is calculated at 31.0 miles round trip at the rate as established by the IRS.~~

~~BELLEVUE: Officers assigned to relieve officers regularly assigned to Bellevue patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Bellevue location. Mileage allowance is calculated at 8.6 miles round trip at the rate as established by the IRS.~~

~~ALLOUEZ: Officers assigned to relieve officers regularly assigned to Allouez patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Allouez location. Mileage allowance is calculated at 6.8 miles round trip and the rate established by the IRS.~~

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Article 245. TOP GRADE STEP PROGRAM

All ~~starting patrolmen/officers~~ shall attain the maximum step at the completion of 72 months of service on a 6-step plan with a step increase at the completion of six months, eighteen months, thirty months, forty-two months and seventy-two months of employment, ~~beginning at the "Start" wage. Officers hired at the "Academy" rate will begin the step increase process after successful completion of the Law Enforcement Academy and achieving the "Start" rate.~~ Employees hired with prior law enforcement agency or educational credits over and above those currently required by training and standards may be started in the pay scale up to the 4842-month level at the discretion of the Employer.

Article 256. SHIFT PAY DIFFERENTIAL

Payment of shift differential shall ~~change from a cents per hour formula to be paid in a bi-weekly lump sum payment, based upon the shift the employee works as of 01/01/2016, the number of hours per year the employee is expected to work, divided by 26. The bi-weekly payment is listed below.~~

For 5-2 Personnel:

Shift	Hourly Amount	Bi-Weekly Payment
9:00a-7:00p	\$.37/hr	\$29.60
10:00a-8:00p	\$.55/hr	\$44.00
11:00a-7:00p	\$.37/hr	\$29.60
12:00p-8:00p	\$.55/hr	\$44.00
3:00p-11:00p	\$.55/hr	\$44.00
4:00p-12:00a	\$.55/hr	\$44.00
11:00p-7:00a	\$.74/hr	\$59.20
7:00p-3:00a (Howard)	\$.74/hr	\$59.20
2:00p-10:00p	\$.55/hr	\$44.00
6:00p-2:00a	\$.74/hr	\$59.20
7:00p-5:00a (Canine)	\$.74/hr	\$59.20
10:00p-06:00a	\$.74/hr	\$59.20
9:00p-7:00a (Canine)	\$.74/hr	\$59.20

For 6-3 Personnel:

Shift	Hourly Amount	Bi-Weekly Payment
9:00a-7:00P	\$.37/hr	\$28.58
10:00a-8:00p	\$.55/hr	\$42.48
11:00a-7:00p	\$.37/hr	\$28.58
12:00p-8:00p	\$.55/hr	\$42.48
3:00p-11:00p	\$.55/hr	\$42.48
4:00p-12:00a	\$.55/hr	\$42.48
11:00p-7:00a	\$.74/hr	\$57.15
7:00p-3:00a (Howard)	\$.74/hr	\$57.15
2:00p-10:00p	\$.55/hr	\$42.48
6:00p-2:00a	\$.74/hr	\$57.15
7:00p-5:00a (Canine)	\$.74/hr	\$57.15

702 10:00p-6:00a \$.74/hr \$57.15
 703 9:00p-7:00a (Canine) \$.74/hr \$57.15
 704

705 Positions of Traffic Team Sgt., Traffic Team Officer, Directed Enforcement Officer I and Directed
 706 Enforcement Officer II shall receive shift differential as follows:
 707

708			
709	5/2 Personnel	Hourly Amount	Bi-Weekly Payment
710		\$.55/hr.	\$44.00
711			
712	6/3 Personnel	Annual Total	Bi-Weekly Payment
713		\$.55/hr.	\$42.48
714			

715 It is further agreed that the positions of Evidence/Liaison Technician, Narcotics Investigator/Interdiction
 716 Team, Narcotics Investigator, Traffic Team Sergeant, Traffic Team Officer, Directed Enforcement Officer I
 717 and Directed Enforcement Officer II may be required to work outside of their listed hours subject to the
 718 needs of the Sheriff's Department. In the event a change of hours is required for these positions, shift
 719 differential shall be paid if the listed hours are worked.
 720

721 It is further agreed that any position receiving shift differential pay shall continue to receive the pay equal to
 722 2040 hours per year for 5/2 personnel and 4/3 personnel, and 2008 hours for 6/3 personnel, regardless if
 723 employees are on vacation, sick, casual day(s), FMLA or short term disability.
 724

725 | **Article 267. CLOTHING ALLOWANCE**
 726

727 Each employee of the Brown County Sheriff's Department shall have an account to be known as "clothing
 728 allowance. The clothing allowance will be four hundred eighty dollars (\$480.00), paid out in two lump
 729 sums of two hundred forty dollars (\$240.00) each. The first payment of \$240.00 will be paid out on the
 730 January payroll closest to January 31st. The second payment of \$240.00 will be paid out on the July payroll
 731 closest to July 31st. Beginning January 1, 2013, the accounts will no longer be cumulative and employees
 732 that have an amount carried over will be paid out on the January payroll. The total clothing allowance for a
 733 new sworn non-supervisory employee, which is \$780.00 (\$480.00 + \$300.00), will be paid out on the
 734 employee's first paycheck.
 735

736 | **Article 278. LONGEVITY**
 737

738 Employees shall receive in addition to base pay the following:
 739

740	\$0.06 per hour at the start of the 8th year.
741	\$0.12 per hour at the start of the 12th year.
742	\$0.18 per hour at the start of the 16th year.
743	

744 | **Article 289. EDUCATION CREDITS**
 745

746 The County shall reimburse an officer up to \$85.00 per credit upon successful completion of approved
 747 police science courses, approved correction courses, and approved public management courses. Courses
 748 must be preapproved by the Sheriff or his designee prior to an officer taking the course. Employee must
 749 obtain a grade C to be reimbursed. .
 750

Article ~~2930~~ **HOLIDAYS**

I. Definitions:

- A. Base pay is defined as that pay received by an employee of the Brown County Sheriff's Department as outlined in Article 23, Salaries, of the labor agreement.
- B. Holiday pay is defined as that pay or equivalent time off received by every member of the ~~Brown County Sheriff's Department Non-Supervisory Labor Association bargaining unit~~ regardless of whether or not the employee works the holiday.
- C. Holiday is defined as a day marked by a general suspension of work in commemoration of an event and does include the following days:

<u>New Year's Day</u>	<u>Labor Day</u>
<u>President's Day</u>	<u>Columbus Day</u>
<u>Easter</u>	<u>Veterans Day</u>
<u>Memorial Day</u>	<u>Thanksgiving Day</u>
<u>Independence Day</u>	<u>Christmas Day</u>

All employees receive a maximum of 10 holidays in which they may receive premium pay, based upon their schedule.

New Year's Day	Labor Day
President's Day	Columbus Day
Easter	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

For Non-Supervisory 5/2 employees, observe holidays on the observed holiday when the actual holiday falls on a Saturday or Sunday. When the actual holiday occurs on a Saturday, the observed holiday is the prior Friday; likewise, when the actual holiday occurs on a Sunday, the observed holiday is the following Monday. Holidays for Non-Supervisory 6/3 and 4/4 employees occur on the actual holiday, which the employee may or may not be scheduled to work.

For all Non-Supervisory employees, there are 10 holidays as listed above.

For Non-Supervisory 5/2 employees, there are regularly scheduled to work holidays and not regularly scheduled to work holidays.

For 5/2 employees, the four (4) regularly scheduled to work holidays are as follows:

<u>Presidents Day</u>
<u>Easter Monday</u>
<u>Columbus Day</u>
<u>Veterans Day Observed</u>

For 5/2 employees, the six (6) **not** regularly scheduled to work holidays are as follows: These are days the 5/2 employee would not normally work.

<u>New Year's Day Observed</u>
<u>Memorial Day</u>
<u>Independence Day Observed</u>
<u>Labor Day</u>
<u>Thanksgiving Day</u>
<u>Christmas Day Observed</u>

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- D. Premium pay is defined as that pay received by every officer of the Brown County Sheriff's Department Non-Supervisory Labor Association bargaining unit who is regularly scheduled to work exclusive of sick leave and works a shift or a portion of a shift (includes worker's compensation or vacation) and is to be compensated at a rate of one hour of pay for each hour of work for 6-3 personnel or at a rate of one hour of pay for each hour of work for 5-2 personnel.

Premium pay will begin at midnight of the holiday or holiday observed. Non-Supervisory employees will be entitled to one (1) hour of premium pay for each hour worked during the twenty-four (24) hour period beginning at midnight of the holiday or holiday observed. Non-supervisory employees will receive premium pay while on vacation or compensatory time during the holiday or holiday observed. This includes vacation or compensatory hours used while on short-term disability, during the holiday or holiday observed. Non-supervisory employees will not receive premium pay while on sick or casual leave.

- E. Overtime pay is defined as that pay computed at one and one-half times the hourly rate for all hours worked.

II. Application: If an employee works on a Holiday the following applies:

- A. Regularly scheduled to work (8.25 hours) (6-3 personnel)
- 1) Base pay (compensated up front)
 - 2) Holiday pay (compensated up front)
 - 3) Premium pay

- 829 B. Regularly scheduled to work (8 hours) (5-2 personnel)
830 1) Base pay (compensated up front)
831 2) Holiday pay (compensated up front)
832 3) Premium pay
833
- 834 C. Regularly scheduled to work (works more than 8.25 hours) (6-3 personnel)
835 1) Base pay (compensated up front)
836 2) Holiday pay (compensated up front)
837 3) Premium pay
838 4) Overtime pay for hours over 8.25
839
- 840 D. Regularly scheduled to work (works more than 8 hours) (5-2 personnel)
841 1) Base pay (compensated up front)
842 2) Holiday pay (compensated up front)
843 3) Premium pay
844 4) Overtime pay for hours over 8
845
- 846 E. Not regularly scheduled to work (8.25 hours) (6-3 personnel)
847 1) Holiday pay (compensated up front)
848 2) Premium pay
849 3) Overtime pay
850
- 851 F. Not regularly scheduled to work (works 8 hours or less) (5-2 personnel)
852 1) Holiday pay (compensated up front)
853 2) Premium pay
854 3) Overtime pay
855 4) Base pay (8 hours minus actual hours worked equals what is paid; cannot be less than zero)
856
- 857 G. Not regularly scheduled to work (works more than 8.25 hours) (6-3 personnel)
858 1) Holiday pay (compensated up front)
859 2) Premium pay
860 3) Overtime pay
861
- 862 H. Not regularly scheduled to work (works more than 8 hours) (5-2 personnel)
863 1) Holiday pay (compensated up front)
864 2) Premium pay
865 3) Overtime pay
866 4) No base pay (exceeded 8 or more hours)
867
- 868 All applications listed above are subject to not exceeding a maximum of 3.5 times (base, holiday,
869 overtime and premium pay) the employee's normal rate of pay. At the beginning of each year,
870 employees can elect to have the 10 holidays added to their vacation balance or elect to get paid
871 for these holidays as the holidays occur. If the employee elects to convert their holidays to
872 vacation days, the employee can no longer include Holiday Pay in any compensation calculation.
873 If the employee elects to be paid for holidays, the Holiday Pay is included in the compensation
874 calculation.
875 At the beginning of each year, employees can elect to have the 10 holidays added to their
876 vacation balance or elect to get paid for these holidays as the holidays occur.
877

H. Regularly Scheduled to Work (works a Reimbursed Event) (5-2 personnel)

- a. Holiday Pay (compensated up front)
- b. Premium Pay for hours worked
- c. ~~Vacation~~ or Comp Time for regularly scheduled hours ~~or Casual~~
- d. Overtime for all hours worked at the reimbursed event

KJ. Not regularly scheduled to work (works a Reimbursed Event) (5-2 personnel)

- a. Holiday Pay (compensated up front)
- b. Premium pay for hours worked
- c. Base Pay for regular scheduled hours
- d. Overtime for all hours worked at the reimbursed event

Reimbursed events – When an employee is scheduled to work a holiday, but instead takes vacation, or comp time, or casual in order to work a reimbursed event, the employee will receive a maximum of 4 1/3 times (base, holiday, overtime and premium pay) the hourly rate.

K. Call In for a non-reimbursed event on a regularly scheduled work day (5-2 and 6-3 personnel) while off on vacation or comp time

- a. Holiday Pay (compensated up front)
- b. Premium Pay for hours worked
- c. Vacation or Comp Time for regularly scheduled hours
- d. Overtime or call-in pay for all hours worked

Article 304. PERSONAL DAYS

All employees will receive three (3) personal days to be taken with prior approval of the department.

Article 312. VACATIONS

Vacations shall be computed on January 1st of each year based upon the length of service involved. Employees with less than a full year of service at the time of computation shall have their vacation prorated with respect to the amount of time of service as of January 1st.

Less than one full year of service.....	Prorated on 6 days per year
1 - 6 years of service.....	12 working days
7 - 12 years of service.....	18 working days
13 - 14 years of service.....	24 working days
15 - 16 years of service.....	25 working days
17 years of service.....	26 working days
18 years of service.....	27 working days
19 years of service.....	28 working days

The days listed are the actual number of days to be taken off during the year of service indicated. Traffic sergeants shall select vacations separate from all other personnel, and only one sergeant from each separate shift may be on vacation at any one time. For court related personnel, management will consider and may approve requests for more than two (2) people to be off on vacation on the following holidays when court is not in session: afternoons of Good Friday, Christmas Eve and New Year's Eve.

Traffic patrolmen shall select vacations separate from all other personnel, and only two patrolmen from each separate shift may be on vacation at any one time.

Each member of the Patrol Division and Investigative Division shall be allowed a maximum of twelve (12) vacation days during the period from Memorial Day through September 15th of each year on the first round of vacation selection. Vacation selection during the first round shall be selected only in multiples of three (3) days. Employees will not be allowed to cross over working groups on the first round of vacation selection. Employees shall be entitled to take vacation in one-half day segments, provided that such vacation selection cannot be made more than ten (10) days before the date selected.

Vacations shall be selected by bargaining unit seniority. All vacation requests prior to 48 hours before the date requested will be approved if an opening exists for the date(s) requested on the vacation roster and no department emergency precludes the taking of the requested vacation. Those days requested within 48 hours may be denied. In the event of death of an employee, the employee's survivor shall be paid the dollar equivalent for all accumulated and unused vacation.

Five and Two Personnel

At present the five day on - two day off shift works on a yearly basis, 2,080 hours (resulting in 2,040 hours on an annual basis), while the six day on - three day off shift works 2,008 hours; because of this inequity, it is provided that employees that work the five and two shift shall receive five (5) additional days off per year.

Article 323. ACCUMULATION OF VACATION

~~Employees hired prior to January 1, 1982, will be allowed to carry over up to thirty days of vacation at the end of the calendar year. Employees hired after January 1, 1982, Employees~~ will be allowed to carry over ten (10) days ~~(80 hours)~~ of vacation at the end of the calendar year.

Article 334. VACATION PAY USED FOR SICKNESS

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Article 345. HEALTH AND DENTAL INSURANCE

High-Deductible Plan:

~~HRA/HSA/VEBA would be funded on January 1 each year at the following levels:~~

~~100% for year 2010~~

~~90% for year 2011~~

~~The HRA would be converted to an HSA or VEBA Account beginning on or before December 31, 2011, and all funds that are in the HRA at that time will be converted to the HSA/VEBA. The HSA or VEBA would be negotiated with the bargaining unit.~~

976 | Health Plan Premiums:

977
978 The employee shall pay twelve percent (12%) of the single or family health insurance premium per
979 month. The County shall pay eighty-eight percent (88%) of the single or family health insurance
980 premium.

981
982 If an employee is laid off, the County shall pay its share of the insurance premium for any premiums due for
983 the month following the month for which the layoff occurred.

984
985 Retired personnel are to remain in the plan, if they so desire, to age 65, provided they pay the entire costs of
986 all premiums, except as may be otherwise specifically provided for in this Agreement.

987
988
989
990 Dental:

991
992 The employee shall pay seven and one-half percent (7 ½%) of the single or family premium per month for
993 the Dental Plan. The County shall pay ninety-two and one-half percent (92 ½%) of the single or family
994 premium for the Dental Plan.

995
996 Effective January 1, 2010, the annual dental maximum is \$1,250.

997
998 Article 356. ~~DEATH AND DISMEMBERMENT INSURANCE~~ TERM LIFE AND AD&D
999 INSURANCE

1000
1001 The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each
1002 regular employee who wishes to maintain such coverage. Coverage shall be the employee's annual earnings
1003 rounded to the next \$1,000.00 and there shall be no cost to the Employee.

1004
1005 Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times
1006 annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

1007
1008 Retirees retiring after the effective date of the plan will be eligible to participate in the plan at their own cost
1009 subject to the exclusions and rules of the plan.

1010
1011 All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the
1012 participating employees.

1013
1014 Article 367. RETIREMENT CONTRIBUTION

1015
1016 ~~Effective January 1, 2012 the County will pay up to \$191.00 per pay period towards the employee's~~
1017 ~~contribution rate for all officers of the Sheriff's Department after six (6) months of service. During the first~~
1018 ~~six (6) months of employment, employees shall contribute the full amount of the employee's share to the~~
1019 ~~WRS as determined by the ETT. Thereafter, employees shall contribute to WRS according to the following~~
1020 ~~schedule:~~

1021
1022 ~~Effective November 1, 2013 the employee shall contribute 2.5% towards the employee's share of the~~
1023 ~~Wisconsin Retirement System (WRS).~~

~~Effective January 1, 2014 the employee shall contribute an additional 2.5% for a total of 5% of the employee's share to the Wisconsin Retirement System (WRS).~~

~~Effective July 1, 2014~~ The employee shall contribute the full amount of the employee's share to the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds (ETF).

Article 378. SICK LEAVE

Officers shall be granted sick leave with pay at the rate of one working day of each full month of service. ~~Effective January 1, 1988, s~~ Sick leave shall accumulate but shall not exceed 135 working days. All sick leave shall be subject to administration by the Sheriff. Maximum payout at retirement or death of the employee is 135 days. The employee may convert earned/unused vacation days to sick leave days during the employee's last three years of employment.

Sick leave may be used for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease, pregnancy, required dental care, necessary attendance of the immediate family (defined as those persons living within the employee's immediate domicile.) In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate sick leave and a written physician's certificate stating the employee is medically able to return to work will terminate the sick leave with pay.

The employee has the duty to make other arrangements within a reasonable period of time for the attendance of children or other persons in his/her care.

The procedure for use of sick pay shall follow established administrative policy. Sick leave shall be computed to the nearest quarter hour.

All employees reaching normal retirement or disability shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). ~~The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement:~~

~~After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.~~

~~1. In the event that an employee eligible under the sick leave provision and eligible for retirement under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.~~

~~2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.~~

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1075 ~~3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of~~
1076 ~~the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.~~

1077
1078 ~~4. This health insurance premium payment program for protective employees is mandatory for~~
1079 ~~all covered employees upon retirement and supersedes all previous sick leave payment programs upon~~
1080 ~~retirement sponsored by Brown County.~~

1081
1082 ~~5. If death of a covered protective service employee occurs before eligibility for retirement, 100%~~
1083 ~~of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for~~
1084 ~~purposes of payment of health insurance premiums in accordance with the above policy.~~

1085
1086 Retired members of the Association will no longer be limited in
1087 utilizing banked sick leave to purchase healthcare coverage under the
1088 County's healthcare plan;

1089
1090 Retired members of the Association will have the value of their
1091 banked sick leave as of December 2, 2016, up to 135 days, placed in a
1092 Retiree Funded HRA Plan, qualified under I.R.C. Section 213(d), for the
1093 purposes of purchasing qualified medical expenses under I.R.C. 213(d),
1094 including retiree healthcare premiums under either the County's
1095 healthcare plan or any other healthcare plan available to the public, plus
1096 allowances under the Retiree Funded HRA Plan;

1097
1098 Active members of the Association with accumulated and/or Banked
1099 Sick Leave shall be able to continue to utilize their sick leave as
1100 identified under the Agreement and will have their accumulated and/or
1101 Banked Sick Leave, up to 135 days, valued as of the date of termination
1102 of employment, retirement, death, and placed in the Retiree Funded HRA
1103 Plan, in their name and for their benefit at that time for the purposes of
1104 purchasing qualified medical expenses under I.R.C. 213(d), including
1105 retiree healthcare premiums under either the County's healthcare plan or
1106 any other healthcare plan available to the public, plus allowances under
1107 the Retiree Funded HRA Plan;

1108
1109 Those active members of the Association who presently accrue Sick
1110 Leave as of the date of this MOU, shall continue to accrue and utilize
1111 Sick Leave as identified under the Agreement going forward, until the
1112 earlier of their termination, retirement or death;

1113
1114 An association member who departs from the Association and who
1115 remains an employee of the county will not be subject to Chapter 4 of the

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Brown County Ordinances with respect to accumulated/banked sick leave and shall receive the value of their accumulated/banked sick leave, valued at their current level of compensation up to a maximum of 135 days, at the time of their termination, retirement or death.

A copy of the following documents has been furnished to the Labor Association and is controlling as it relates to this article:

A. The Trust Fund HRA Administrative Agreement

B. The Genesis Employee Benefits Integrated Funded HRA Basic Plan Document Adoption Agreement

C. The Genesis Employee Benefits Retiree Funded HRA Basic Plan Document Adoption Agreement

All other terms of Article 38 shall remain in force and effect.

BANKED SICK LEAVE

Employees employed by the County before the date of the ratification of the 1999, 2000, 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a maximum of 135 days, will be banked in a trust account sick leave accumulation account, at current wage and used for internal revenue code (213.d) eligible expenses, which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless there are vacation days earned but unused during the final three (3) years of their employment with the County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee, said employees' beneficiary will receive a payout equal to the sick leave balance in their account. The maximum payout for the death of an employee is 135 days.

All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon reaching normal retirement or disability, shall be eligible to continue in the County's health insurance group plan until the age of sixty five (65). The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement.

After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

1. In the event that an employee, eligible under the sick leave provision and eligible for retirement under the provision of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that

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an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.

2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.

3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.

4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the County.

5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with above policy.

~~Part-time employees shall receive disability benefits on a prorata hourly basis.~~

All employees, who commence regular employment on or after the ratification of the 1999, 2000, 2001 agreement, will be automatically enrolled in the Casual Day/Disability Plan. (Ratification by the Brown County Board was May 16, 2001.)

Part-time employees enrolled in the Casual Day/Disability Plan will be subject to proration of benefits based on posted hours.

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

Employees hired before July 1, will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2) additional full days. Employees hired after July 1, will not earn casual days during the initial calendar year in which they were employed. However, upon successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.

Newly hired employees who terminate before the end of the calendar year in which they are hired or during probationary period, shall not receive any compensation for unused or accrued casual days. An employee who terminates employment on or before June 30 of any calendar year, shall

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1210 receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An
1211 employee who terminates employment on or following July 1 of any calendar year shall receive
1212 payment for any unused casual days.
1213

1214 Casual Day request will be administered as follows:
1215

- 1216 1. The Sheriff's Office shall evaluate all requests for casual days on a case-by-case basis.
1217
- 1218 2. A deputy requesting a casual day need not provide any reason for the use of that day.
1219
- 1220 3. Casual day requests may be denied only when granting the request will cause an "unusual and
1221 acute" manpower shortage. Examples of such "unusual and acute" manpower shortages include:
1222 a. Emergencies arising from natural disasters, manmade disasters, rioting, civil unrest and
1223 similar unforeseen emergencies.
1224 b. High security events such as presidential, gubernatorial or political visits, where the
1225 possibility exists for protests or other forms of civil unrest.
1226 c. A request is made less than 12 hours prior to the beginning of the shift which is sought
1227 to be taken off.
1228
- 1229 4. The creation of overtime is not a basis to deny a casual day request;
1230
- 1231 5. A casual day request made more than 12 hours prior to the beginning of the shift that is the
1232 subject of the request is presumed to not cause an "unusual and acute" manpower shortage.
1233
- 1234 6. In the event a member of the Association advises the Sheriff's Office that the casual day
1235 request is due to sickness or other required, medical or dental date, the member
1236 shall be granted the use of a casual day, except in instances of dire emergency.
1237
- 1238 7. In the event of a dire emergency (i.e. natural disaster, manmade disaster), casual days
1239 already granted may be cancelled/rescinded. In the event that a casual day needs to be
1240 cancelled/rescinded, the cancellation will be done by inverse seniority, if possible.
1241

1242 Casual days may be taken in fifteen (15) minute increments for purposes of required dental and
1243 medical care. Doctor and dentist appointments should be limited to a reasonable number of hours
1244 from work.
1245

1246 Casual days and banked sick leave may be used by an employee who is injured on the job to
1247 supplement his/her disability benefits in an amount, which will equal regular pay. Such days may
1248 be used only after casual days are exhausted.
1249

1250 SHORT-TERM DISABILITY LEAVE 1251

1252 Employees who have completed six (6) months of service shall be eligible for disability leave pay
1253 as follows:
1254

- 1255 • On the job accidents or injuries of the employee - first day coverage at 75% of regular pay
1256 until the start of long-term disability coverage (doctor certificate required).
1257
- 1258 • Sickness or an off the job accident or injury of the employee - coverage after three (3) work

days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) workdays of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for sickness in excess of three (3) consecutive work days who return to work but return to sickness leave status again within five (5) work days will immediately return to 75% of regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment, which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work 60 days from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written physician's certificate stating the employee is medically able to return to work will terminate the disability benefits with pay.

Each employee claiming disability benefits is subject to check to verify the alleged sickness by a County representative as may be directed by the Human Resources Director or designee.

Employees will continue to receive health and welfare benefits while on disability leave at the level commensurate with their employment status prior to the disability leave. Employees will continue to accrue vacation benefits and receive holiday pay at the level commensurate with their employment status prior to the disability leave until the employee goes to the long-term disability plan.

An employee shall endorse and turn over to the County all payments made to the employee for temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract will disallow any employee any benefits under the Workers Compensation Act.

Employees may use banked sick days to supplement the above coverage and such days may be used while casual days are still available.

BANKED SICK LEAVE

Employees employed by Brown County before the date of the ratification of the 1999, 2000, 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a maximum of 135 days, will be banked in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless there are vacation days earned but unused during the final three (3) years of their employment with Brown County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee, said employee's beneficiary will receive a payout equal to the sick leave balance in their account. The maximum payout for the death of an employee is 135 days.

All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon reaching normal retirement or disability, shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement.

After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

1. In the event that an employee, eligible under the sick leave provision and eligible for retirement under the provision of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.

2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.

3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.

4. This health insurance premium payment program for protective employees is mandatory for

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~~all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by Brown County.~~

~~5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with above policy.~~

~~Part-time employees shall receive disability benefits on a prorata hourly basis.~~

LONG-TERM DISABILITY

~~Brown-The~~ County's long-term disability (LTD) plan provides for eligible employees, employees who work twenty (20) or more hours per week, to receive two-thirds (2/3) pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits and Worker's Compensation benefits.

1. Qualified employees who have been disabled for a period of 180 days in a rolling 12-month period will no longer be eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180-day elimination period.

e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same or related illness on September 15, 1999. On February 13, 2000, Tom's STD benefit would expire.

STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit of indeterminate duration.

2. The Wisconsin Retirement System requires that the employer certify that all earnings including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that the employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave-of-absence up to two years, but not to exceed his/her length of service with the County.
3. When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which he/she is qualified. Such determination will be made by the employer on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

Employees are not eligible for this benefit unless they are enrolled in the Casual Day/Disability

Plan.

Article 389. DUTY INCURRED DISABILITY PAY

An employee injured in the line of duty shall receive full pay while disabled for a period of one hundred eighty (180) calendar days which may be extended by the Employer. Any compensation checks received for the County's insurance company shall be turned over to the County while the employee is on full pay status. The employee shall obtain a medical certificate to certify his disability and shall obtain medical permission to return to duty. Sick leave shall not be charged during the one hundred eighty (180) calendar days or extended period.

Article 3940. LEAVES OF ABSENCE/BEREAVEMENT/LEAVE OF ABSENCE

Employees shall have a five (5) working day leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children or guardian. A three (3) day leave of absence with pay shall be granted in the event of the death of grandchildren or grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the employee or his spouse. Said leave of absence shall be given and allowed from the date of the death through the immediate subsequent six days following said date of death. The purpose of allowing the leave of absence to extend from the date of death through the next six days is to provide for the contingency that the employee may be on his day or days off during the time that death occurs. This provision is subject to the approval of the division commander and the employee should be in the position to verify and show to the department head the immediate presence of a bereavement need. Consideration shall be given by the department heads for a one (1) day leave of absence with pay in the event the employee acts as a pallbearer.

The Employer, upon recommendation of the Sheriff, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized college or university and for other purposes that are deemed beneficial to the County.

Article 404. MATERNITY LEAVE

A leave of absence will be granted by the Employer for pregnancy providing the request for such leave is made in writing. Only one leave of absence shall be required to cover the time lost because of pregnancy. Each employee who secures such a leave of absence for pregnancy, shall make herself available for return to work within sixty (60) days after childbirth, unless such employee presents a doctor's certificate of proof that she is unable to return to work because of her health. Employees returning to work after pregnancy or after being released by a doctor shall return to work with no loss of their seniority.

Any employee who does not return to work within sixty (60) days after childbirth or after being released from the doctor shall lose all accumulated seniority rights under this agreement and shall be considered as having quit.

Article 412. MILITARY LEAVE

Personnel of the department who leave or have left the County service by the request of the Federal government to enter active service of the Armed Forces of the United States and return shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Brown County Sheriff's Department not been interrupted by service in the Armed Forces.

All provisions of this section shall entirely comply with existing State and Federal laws.

Article 423. JURY DUTY

An employee may be granted a leave of absence with pay if called for jury duty. Any compensation derived from such duty shall be turned over to the County.

Article 434. TRADING OFF DAYS

Trading of off days shall be allowed under the following conditions:

1. Such shall not result in any member working more than eight (8) consecutive days.
2. It shall be the responsibility of the person regularly scheduled to work the day in question to make all of the scheduling arrangements.
3. The trade must be cleared in advance with the shift captain of the person regularly scheduled to work the day in question, and
4. In the event the person scheduled to work pursuant to a trade calls in sick, the sick leave shall be charged to the member regularly scheduled to work the day in question.

Article 445. LAYOFF

Whenever it becomes necessary to lay off employees in the bargaining unit, employees shall be laid off in inverse order to their bargaining unit seniority with the department provided the employee remaining on the job is qualified to perform the work. When openings occur, employees laid off shall be recalled in the order of their bargaining unit seniority with the department before new employees are hired.

Article 456. GRIEVANCE PROCEDURE

Both the bargaining unit and the County recognize that grievances and complaints should be settled promptly and at the earliest possible stage, and that the grievance process must be initiated within fifteen (15) days of the incident or of the receipt of the notice of discipline by the employee. Any grievance not reported or filed within fifteen (15) days shall be invalid.

Any difference of opinion or misunderstanding which may arise between the County and the bargaining unit shall be handled in the following manner:

1. The aggrieved employee shall present the grievance orally to his captain either alone or accompanied by a bargaining unit representative.
2. If the grievance is not settled at Step 1, it shall be reduced to writing and presented to the division head or their designee. Within ten (10) days (Saturdays, Sundays and holidays excluded) the division head or their designee shall furnish the bargaining unit and the employee with a written answer to the grievance.
3. If the grievance is not settled at Step 2, the grievance shall be presented in writing to the Sheriff. The Sheriff, within ten (10) days (Saturdays, Sundays and holidays excluded) shall

1504 hold an informal meeting with the aggrieved employee, Chief Deputy, and the appropriate
1505 bargaining unit representatives. If the grievance is not resolved to the satisfaction of all parties
1506 within ten (10) days (Saturdays, Sundays and holidays excluded), either party may proceed to
1507 Step 4.

1508
1509 4. The grievance shall be presented in writing to the Human Resources Director.

1510
1511 All other grievances relating to wages, hours and working conditions or any other matter under jurisdiction
1512 of the Sheriff shall be directed to the Sheriff and Human Resources Director. The Human Resources
1513 Director shall, within ten (10) days (Saturdays, Sundays and holidays excluded) hold an informal meeting
1514 with the aggrieved employee and the appropriate bargaining unit representatives. Within seven (7) days
1515 (Saturdays, Sundays and holidays excluded) after this meeting, the Human Resources Director will make a
1516 determination in writing and forward copies to the grievant and bargaining unit representative.

1517
1518 If the employee's grievance is not settled at Step 4 and if the grieved party desires arbitration, he must notify
1519 the Human Resources Director, in writing, of his intention to arbitrate the grievance; provided, however,
1520 that such written notice must be made within thirty (30) days after receipt of the decision of the Human
1521 Resources Director. If such notice for arbitration is not presented within the specified time period, then the
1522 grievance shall be deemed concluded at Step 4.

1523
1524 ~~The parties shall each select three (3) arbitrators from the Wisconsin Employment Relations Commission~~
1525 ~~staff. From these six (6) arbitrators, five (5) names will be drawn. The parties shall request that the~~
1526 ~~Wisconsin Employment Relations Commission provide the names of five (5) arbitrators.~~ The parties shall
1527 then proceed to alternately strike names from that panel until the arbitrator is selected. The striking order
1528 shall be determined by a coin toss. The decision of the arbitrator will be final and binding on all parties
1529 except for judicial review. The cost of the arbitration will be borne equally by the County and the
1530 bargaining unit.

1531
1532 It is not the intention of the parties hereto to circumvent or contravene any County ordinance or State law.
1533 If there is any conflict or ambiguity insofar as any phrase, sentence or paragraph of this contract is
1534 concerned, then the ordinance or state law shall apply, ~~unless the agreement provides a greater benefit than~~
1535 ~~otherwise provided under the law.~~

1536
1537
1538 Nothing herein shall limit any employee from his rights to a hearing pursuant to Wisconsin Statutes in case
1539 formal charges are being filed against him/her.

1540
1541 **Article 46. DRUG TESTING**
1542 (See attached Addendum A).

1543
1544 **Article 47. ALCOHOL TESTING**

1545
1546 Alcohol testing of bargaining unit members who are on-duty may be conducted for any of the following
1547 reasons:

1548 1. Based upon reasonable and articulable suspicion of impairment.

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2. When the bargaining unit member discharges a firearm during a use of force incident or at a human being.

3. When the bargaining unit member is involved in an auto accident in which a personal injury occurs.

Alcohol testing will be conducted by a certified breathalyzer (alcohol) technician at an approved occupational health facility. The bargaining unit member may request a second test, which would be of the employee's blood and done within close time of the breathalyzer test, at the county's expense. No bargaining unit member may consume alcohol while on duty without prior approval from the Sheriff or designee. Both parties understand that the consumption of alcohol by an on-duty bargaining unit member may be approved for investigative purposes. Any discipline resulting from a positive test of alcohol impairment, as well as the viability of the test, may be the subject of a grievance under this agreement.

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Article 48. AMENDMENT PROVISIONS

This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the County and the bargaining unit where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Article 49. NO OTHER AGREEMENT

The Employer agrees not to enter into any other agreement, written or verbally, with the members of the Brown County Sheriff's Department individually or collectively which in any way conflicts with the provisions of this Agreement.

Article 50. SAVINGS CLAUSE

If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 51. BARGAINING UNIT SENIORITY

Loss of bargaining unit seniority – An employee shall lose his/her bargaining unit seniority rights for the following reasons:

- a) If he/she quits or resigns.
- b) If he/she has been discharged.
- c) If he/she retires on a voluntary or compulsory basis.
- d) If he/she takes a promotional position outside of the bargaining unit.

Supervisory personnel, (Lieutenant, Captain, Chief Deputy, Sheriff) who leave their supervisory capacity for any reason, whether demotion or voluntary quit, shall return to the rank of patrol officer and be treated as a new hire as of that date. For the purposes of this article, new hire status shall apply to bulletin signing, vacation signing and promotional eligibility. For the purposes of this article, new hire status shall not apply to wages, vacation accumulation, or sick leave accumulation. This article shall not affect leaves of absence for the purpose of promotion to Chief Deputy or Sheriff from the Non-Supervisory ranks.

Beginning January 1, 2001, any Patrol Officer or Sergeant promoted to a supervisory rank, (Lieutenant, Captain, Chief Deputy, Sheriff) during the one year following such a promotion, the supervisor shall be permitted to return to the bargaining unit to the rank of Patrol Officer without incurring any loss of continuous bargaining unit seniority. The returning Officer is eligible for testing for the rank of Sergeant if the officer qualifies. The returning officer would be placed in a position determined by management until the next bulletin signing.

Example: If a Sergeant takes a promotion and has ten years of unit seniority and decides to return after 364 days, he returns as a Patrol Officer with 10 years, 364 days bargaining unit seniority.

Article 52. CHANGES IN THE TERMS OF AGREEMENT

~~If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such negotiating prior to July 1st.~~

Article 52. 10 HOUR SHIFT

Notwithstanding any other provisions in this agreement, the following agreement has been reached between ~~Brown-the~~ County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Association~~ bargaining unit.

This article shall change the current contract language between ~~Brown-the~~ County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Unit~~ bargaining unit for personnel assigned 10 hour shifts resulting in an 80 hour pay period.

This article currently applies to officers assigned to the Support Services Division and Investigate Division, Monday thru Friday employees.

I. Article 13. Hours – The normal schedule for officers working 10 hour shifts shall consist of four days on, one day off. The above results in an 80 hour pay period.

II. Article 14 Overtime – Employees working 10 hour shifts shall be compensated at the rate of one and one-half (1 ½) times their normal rate of pay for all hours worked outside of their normally scheduled hours or in excess of 10 hours in any working day, except as provided below.

III. Article 23. Salaries – Salaries shall be based on the current negotiated hourly rate of pay for a 5/2 employee multiplied by the annual hours worked.

IV. Article 30. Holidays – Holidays for Officers working 10 hour shifts shall be compensated 10 hours for each holiday.

For purposes of equity: If a holiday/observed holiday falls on a scheduled day off (Monday - Friday) the person will receive premium pay for their scheduled hours/shift. At no time can a person receive double premium pay for the same hours.

V. Article 31. Personal Days – Personal Days for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on current contract language provision of 3 days and shall receive 30 hours in time.

VI. Article 32. Vacations – Vacations for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on years of service.

Example:

1-6 years of service	12 working days = 96 hrs. vac
7-12 years of service	18 working days = 144 hrs. vac
13-14 years of service	24 working days = 192 hrs. vac
15-16 years of service	25 working days = 200 hrs. vac
17 years of service	26 working days = 208 hrs. vac
18 years of service	27 working days = 216 hrs. vac
19 years of service	28 working days = 224 hrs. vac

VII. Article 38. Casual Days – Casual Days for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on current contract language provision of 5 days and shall receive 50 hours in benefit.

Article 34. TERMS OF AGREEMENT

This Agreement shall become effective January 1, ~~2015~~2017, and shall remain in full force and effect up to and including December 31, ~~2016~~2019, and shall renew itself for additional one year periods thereafter unless either party has notified the other party in writing that it desires to alter or amend this Agreement prior to the end of at the end of the contract period. The terms of this Agreement shall be from January to December 31 of each and every year. Provisions have been made to pay for the liability accruing under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, ~~2016~~2017.

FOR ~~BROWN THE~~ COUNTY:

FOR BROWN COUNTY SHERIFFS
~~NON-SUPERVISORY LABOR ASSOCIATION THE~~
BARGAINING UNIT:

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SANDRA JUNO
COUNTY CLERK

DATE

JIM DAGNEAU
PRESIDENT

DATE

TROY STRECKENBACH
COUNTY EXECUTIVE

DATE

ZACHARY HOLSCHBACH
VICE PRESIDENT

DATE

KATHRYN ROELICH DATE
INTERIM HUMAN RESOURCES DIRECTOR

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DAVID HEMERY DATE
CORPORATION COUNSEL

Brown County Board of Supervisors

Internal Audit

Budget Status Report (Unaudited)

06/30/17

	Amended Budget	YTD Actual	YTD Percentage	Comments
Property Taxes	\$ 575,188	\$ 287,594	50.0%	
Public Charges	\$ 75	\$ -	0.0%	
Miscellaneous Revenue	\$ -	\$ 303	#DIV/0!	(1)
Other Financing Sources	\$ 6,910	\$ 6,910	100.0%	(2)
Personnel Costs	\$ 422,356	\$ 188,956	44.7%	(3)
Operating Expenses	\$ 159,817	\$ 74,119	46.4%	(4)

Comments:

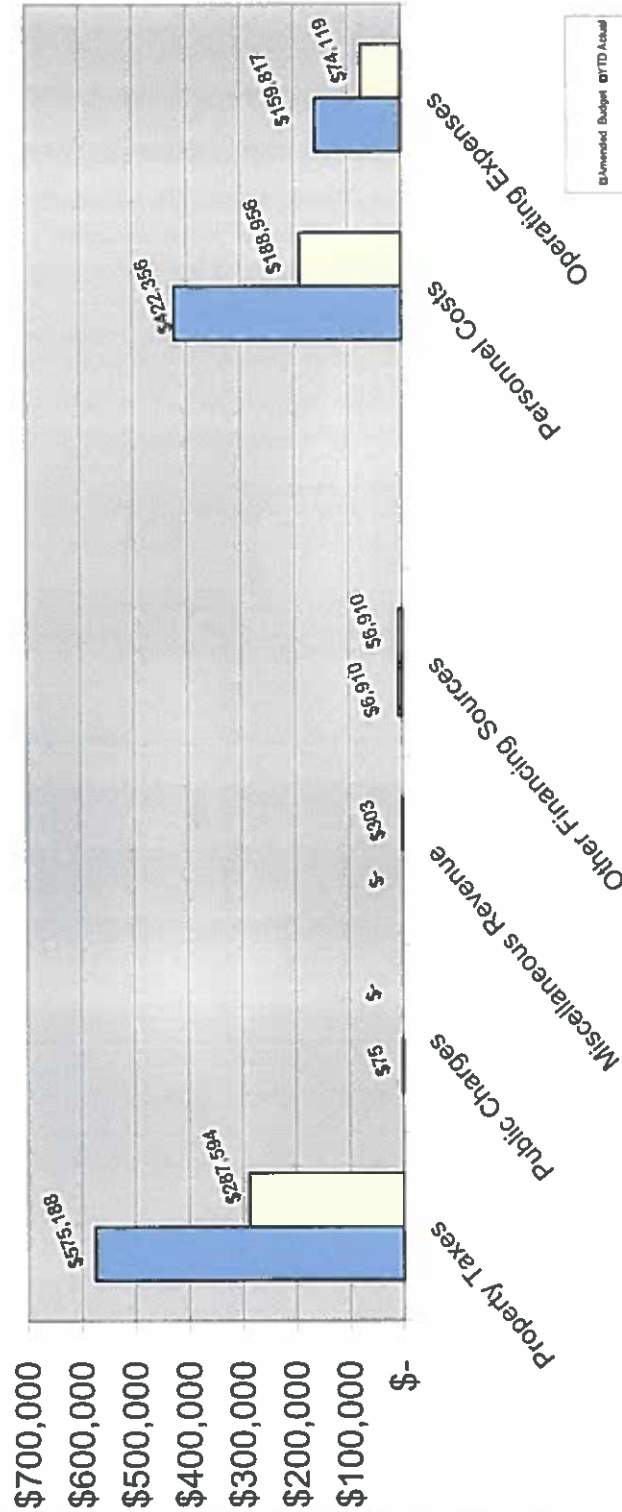
(1) Miscellaneous Revenue - Includes a \$300 donation to the Veterans' Recognition Subcommittee.

(2) Other Financing Sources - Includes funds carried over from 2016 for tablets (\$6,460) and a donation to the Veterans' Recognition Subcommittee (\$450).

(3) Personnel Costs - YTD overtime incurred (\$694,76) versus budgeted (\$1,000).

(4) Operating Expenses - YTD expenses includes audit fees billed and paid (\$29,000) and annual dues/membership fees paid to WCA (\$27,148) and NACo (\$4,960).

Board of Supervisors - June 30, 2017



Brown County Board of Supervisors (Veterans' Recognition Subcommittee)

Internal Audit

Budget Status Report (Unaudited)

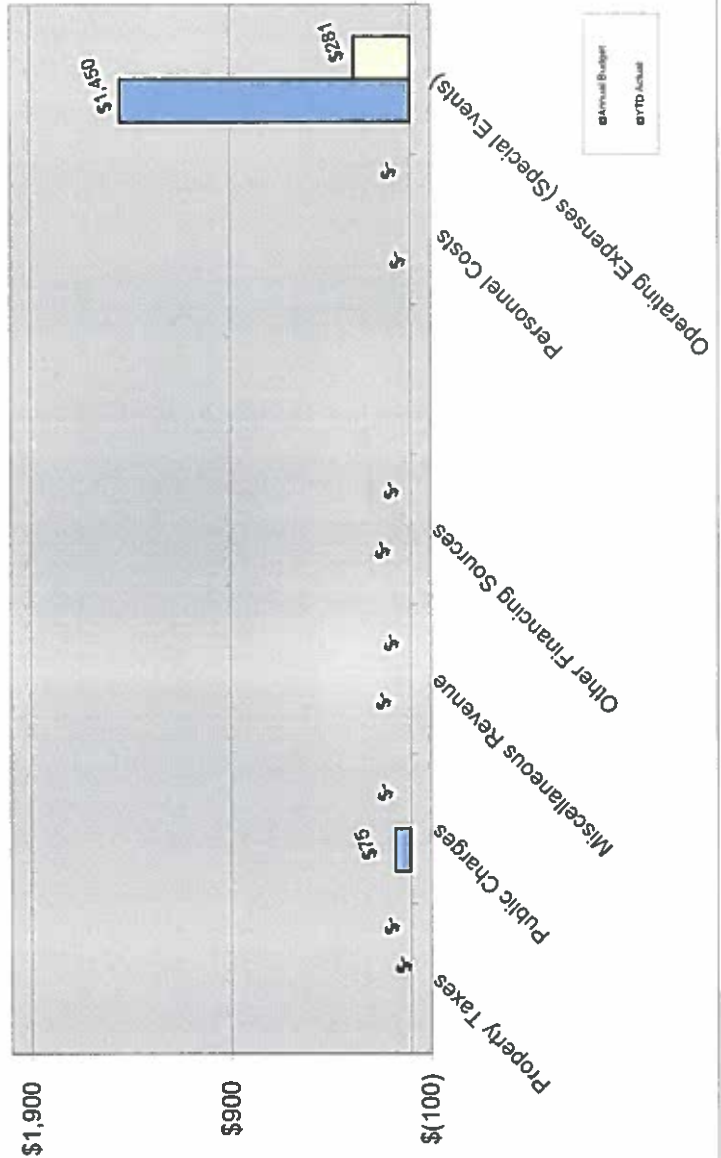
06/30/17

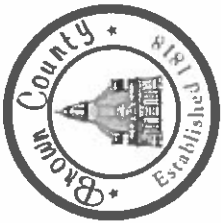
	Annual Budget	YTD Actual	YTD Percentage	Comments:
Property Taxes	\$ -	\$ -	-	
Public Charges	\$ 75	\$ -	-	0.0%
Miscellaneous Revenue	\$ -	\$ -	-	#DIV/0!
Other Financing Sources	\$ -	\$ -	-	
Personnel Costs	\$ -	\$ -	-	
Operating Expenses (Special Events)	\$ 1,450	\$ 281	19.4%	(1)

Comments:

(1) Operating Expenses (Special Events) - The annual budget includes a donation that was carried over from 2016 (\$450). YTD actual includes a \$254.17 purchase of goods (mugs) to be sold to benefit veterans.

Board of Supervisors
(Veterans' Recognition Subcommittee)
June 30, 2017





Board of Supervisors

Through 06/30/17
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 100 - General Fund										
REVENUE										
<i>Property taxes</i>										
<i>Property taxes Totals</i>										
4100	General property taxes	575,188.00	.00	575,188.00	47,932.33	.00	287,593.98	287,594.02	50	574,424.00
		\$575,188.00	\$0.00	\$575,188.00	\$47,932.33	\$0.00	\$287,593.98	\$287,594.02	50%	\$574,424.00
<i>Public Charges</i>										
<i>Sales</i>										
4601	Sales	75.00	.00	75.00	.00	.00	.00	75.00	0	109.52
		\$75.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	0%	\$109.52
<i>Miscellaneous Revenue</i>										
4900	Miscellaneous	.00	.00	.00	.00	.00	2.75	(2.75)	+++	25.25
4901	Donations	.00	.00	.00	.00	.00	300.00	(300.00)	+++	.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302.75	(\$302.75)	+++	\$25.25
<i>Miscellaneous Revenue Totals</i>										
<i>Other Financing Sources</i>										
9000	Carryover	.00	6,910.00	6,910.00	.00	.00	6,910.00	.00	100	450.00
9002	Transfer in	.00	.00	.00	.00	.00	.00	.00	+++	.00
9002.200	Transfer in HR	.00	.00	.00	.00	.00	.00	.00	+++	.00
9004	Intrafund Transfer in	.00	.00	.00	.00	.00	.00	.00	+++	6,024.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,910.00	\$0.00	100%	\$6,474.00
		\$575,263.00	\$6,910.00	\$582,173.00	\$47,932.33	\$0.00	\$294,806.73	\$287,366.27	51%	\$581,032.77
REVENUE TOTALS										
EXPENSE										
<i>Personnel Costs</i>										
5100	Regular earnings	347,230.00	.00	347,230.00	25,820.06	.00	154,531.77	192,698.23	45	330,440.29
5100.998	Regular earnings Budget only	2,565.00	.00	2,565.00	.00	.00	.00	2,565.00	0	.00
5102	Paid leave earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00
5102.100	Paid leave earnings Vacation	.00	.00	.00	122.19	.00	4,858.44	(4,858.44)	+++	8,508.66
5102.200	Paid leave earnings Personal	.00	.00	.00	390.99	.00	877.50	(877.50)	+++	2,081.86
5102.300	Paid leave earnings Casual time used	.00	.00	.00	.00	.00	.00	.00	+++	2,605.49
5102.400	Paid leave earnings Sick	.00	.00	.00	.00	.00	.00	.00	+++	.00
5102.500	Paid leave earnings Holiday	.00	.00	.00	530.08	.00	1,060.16	(1,060.16)	+++	4,163.68
5102.600	Paid leave earnings Other (funeral, jury duty, etc)	.00	.00	.00	.00	.00	.00	.00	+++	922.00
5102.700	Paid leave earnings Comp. time used	.00	.00	.00	.00	.00	.00	.00	+++	.00
5102.999	Paid leave earnings Accrual	.00	.00	.00	.00	.00	.00	.00	+++	.00
5103	Premium	.00	.00	.00	.00	.00	.00	.00	+++	.00
5103.000	Premium Overtime	1,000.00	.00	1,000.00	.00	.00	607.36	392.64	61	1,341.29
5103.100	Premium Comp time payout	.00	.00	.00	87.40	.00	87.40	(87.40)	+++	1,476.98
5103.200	Premium Shift differential	.00	.00	.00	.00	.00	.00	.00	+++	.00
5103.300	Premium Holiday worked	.00	.00	.00	.00	.00	.00	.00	+++	.00
5109.100	Salaries reimbursement Short term disability	.00	.00	.00	.00	.00	.00	.00	+++	(1,005.29)
5110	Fringe benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
5110.100	Fringe benefits FICA	25,109.00	.00	25,109.00	2,018.35	.00	12,231.13	12,877.87	49	26,119.55
5110.110	Fringe benefits Unemployment compensation	266.00	.00	266.00	33.08	.00	199.73	66.27	75	512.45



Board of Supervisors

Through 06/30/17
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
EXPENSE										
Personnel Costs										
5110.199	Fringe benefits Back pay fringe	.00	.00	.00	.00	.00	.00	.00	+++	.00
5110.200	Fringe benefits Health Insurance	27,530.00	.00	27,530.00	1,162.02	.00	6,968.86	20,561.14	25	30,348.52
5110.210	Fringe benefits Dental Insurance	2,478.00	.00	2,478.00	206.48	.00	1,135.64	1,342.36	46	2,581.00
5110.220	Fringe benefits Life Insurance	2,687.00	.00	2,687.00	2.64	.00	13.12	2,673.88	0	135.50
5110.230	Fringe benefits LT disability Insurance	745.00	.00	745.00	45.43	.00	361.68	383.32	49	525.95
5110.235	Fringe benefits ST disability Insurance	2,679.00	.00	2,679.00	223.25	.00	1,339.50	1,339.50	50	1,299.00
5110.240	Fringe benefits Workers compensation Insurance	625.00	.00	625.00	52.00	.00	312.00	313.00	50	516.00
5110.300	Fringe benefits Retirement	9,281.00	.00	9,281.00	725.07	.00	4,372.06	4,908.94	47	9,191.98
5110.310	Fringe benefits Retirement credit	.00	.00	.00	.00	.00	.00	.00	+++	.00
5198	Fringe benefits - Budget only	161.00	.00	161.00	.00	.00	.00	161.00	0	.00
Personnel Costs Totals		\$422,356.00	\$0.00	\$422,356.00	\$31,419.04	\$0.00	\$188,956.35	\$233,399.65	45%	\$421,764.91
Operating Expenses										
5300	Supplies	.00	.00	.00	.00	.00	.00	.00	+++	260.60
5300.001	Supplies Office	1,500.00	.00	1,500.00	.00	.00	638.63	861.37	43	1,554.51
5300.003	Supplies Technology	10,000.00	6,460.00	16,460.00	.00	.00	.00	16,460.00	0	7,540.00
5300.004	Supplies Postage	3,000.00	.00	3,000.00	357.94	.00	1,841.49	1,158.51	61	3,442.20
5303	Copy expense	.00	.00	.00	.00	.00	.00	.00	+++	.00
5304	Printing	.00	.00	.00	.00	.00	.00	.00	+++	.00
5305	Dues and memberships	32,808.00	.00	32,808.00	.00	.00	32,108.00	700.00	98	32,668.00
5308.100	Vehicle/equipment Gas, oil, etc.	.00	.00	.00	.00	.00	.00	.00	+++	.00
5310	Advertising and public notice	.00	.00	.00	.00	.00	.00	.00	+++	.00
5330	Books, periodicals, subscription	.00	.00	.00	.00	.00	.00	.00	+++	.00
5335	Software/Licenses	167.00	.00	167.00	.00	.00	.00	167.00	0	.00
5340	Travel and training	3,000.00	.00	3,000.00	.00	.00	159.22	2,840.78	5	1,956.25
5365	Special events	1,000.00	450.00	1,450.00	3.31	.00	281.45	1,168.55	19	243.71
5367	Wellness	.00	.00	.00	.00	.00	.00	.00	+++	.00
5390	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	.00
5393	Ethics board	.00	.00	.00	.00	.00	.00	.00	+++	.00
5505	Telephone	.00	.00	.00	.00	.00	.00	.00	+++	.00
5505.100	Telephone cell	.00	.00	.00	.00	.00	.00	.00	+++	.00
5601.100	Intra-county expense Technology services	13,446.00	.00	13,446.00	710.52	.00	7,971.07	5,474.93	59	12,659.77
5601.200	Intra-county expense Insurance	948.00	.00	948.00	79.00	.00	474.00	474.00	50	881.00
5601.400	Intra-county expense Copy center	2,000.00	.00	2,000.00	18.00	.00	143.60	1,856.40	7	812.26
5601.450	Intra-county expense Departmental copiers	2,552.00	.00	2,552.00	212.67	.00	1,276.02	1,275.98	50	2,552.00
5601.550	Intra-county expense Document center	286.00	.00	286.00	11.39	.00	105.19	180.81	37	194.44
5700	Contracted services	2,500.00	.00	2,500.00	120.00	.00	120.00	2,380.00	5	348.75
5706	Temporary replacement help	.00	.00	.00	.00	.00	.00	.00	+++	.00
5708	Professional services	.00	.00	.00	.00	.00	.00	.00	+++	.00



Board of Supervisors

Through 06/30/17
Prior Fiscal Year Activity Included
Detail Listing

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
EXPENSE										
<i>Operating Expenses</i>										
5714	Accounting and auditing	79,700.00	.00	79,700.00	.00	.00	29,000.00	50,700.00	36	78,500.00
5716.100	Legal services Chargebacks	.00	.00	.00	.00	.00	.00	.00	+++	.00
5850	Contributions	.00	.00	.00	.00	.00	.00	.00	+++	6,023.92
<i>Operating Expenses Totals</i>		\$152,907.00	\$6,910.00	\$159,817.00	\$1,512.83	\$0.00	\$74,118.67	\$85,698.33	46%	\$149,637.41
EXPENSE TOTALS		\$575,263.00	\$6,910.00	\$582,173.00	\$32,931.87	\$0.00	\$263,075.02	\$319,097.98	45%	\$571,402.32
Fund 100 - General Fund Totals										
REVENUE TOTALS										
EXPENSE TOTALS		575,263.00	6,910.00	582,173.00	47,932.33	.00	294,806.73	287,366.27	51%	581,032.77
EXPENSE TOTALS		575,263.00	6,910.00	582,173.00	32,931.87	.00	263,075.02	319,097.98	45%	571,402.32
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$15,000.46	\$0.00	\$31,731.71	(\$31,731.71)		\$9,630.45
Grand Totals										
REVENUE TOTALS										
EXPENSE TOTALS		575,263.00	6,910.00	582,173.00	47,932.33	.00	294,806.73	287,366.27	51%	581,032.77
EXPENSE TOTALS		575,263.00	6,910.00	582,173.00	32,931.87	.00	263,075.02	319,097.98	45%	571,402.32
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$15,000.46	\$0.00	\$31,731.71	(\$31,731.71)		\$9,630.45

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: process_dj@co.brown.wi.us

DAN PROCESS
INTERNAL AUDITOR

Date: August 1, 2017

To: Executive Committee

From: Dan Process, Internal Auditor

Re: Status Update (July 1 – July 31, 2017)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
 - a. In-progress: Health & Dental Fund Audit
 - b. In-progress: Request for Proposal (RFP) – Auditing Services (Project #2159)
 - c. In-progress: 2018 Board of Supervisors Budget
 - d. In-progress: 2018 Audit Plan
2. Standard Monthly Duties
 - a. Review of the County Board's monthly financial statements (June 2017)
 - b. Review – Clerk of Courts Bank Reconciliation (June 2017)
 - c. Preparation & Review – Bills over \$5,000 Report (June 2017)
 - d. Distribution of the Paid Bills Report (June 2017)
3. Other Miscellaneous Activities
 - a. Inquiries, Questions and/or Requests from Board Supervisors/Department Head's
 - b. Legal Bills Paid – 2010 thru 2nd Quarter 2017 (See attachment)
 - c. Anonymous Tips (1)

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

Brown County Board of Supervisors
Internal Audit
Legal Bills Paid (2010 through June 30, 2017)
By Department

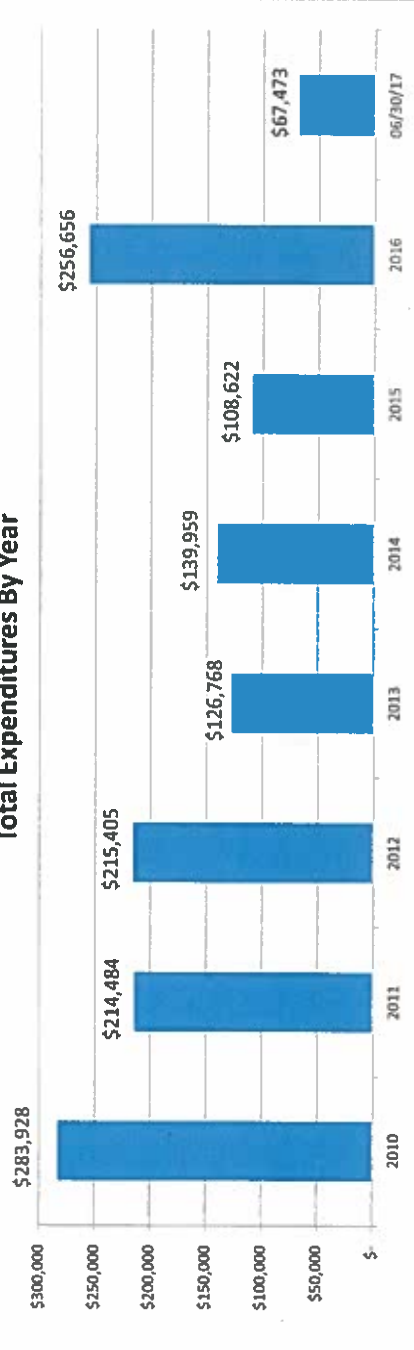
Department	2010	2011	2012	2013	2014	2015	2016	06/30/17
Board Office (Fred Mohr)*	\$ 42,000	\$ 43,200	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -
Board Office	\$ -	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -
Human Resources (Fred Mohr)^	\$ 80,000	\$ 108,000	\$ 81,000	\$ -	\$ -	\$ -	\$ -	\$ -
Human Resources	\$ -	\$ 351	\$ -	\$ -	\$ 17,738	\$ 10,107	\$ 127,269	\$ 396
Human Resources - Other (Fred Mohr)	\$ 29,791	\$ 17,414	\$ 22,620	\$ -	\$ -	\$ -	\$ -	\$ -
Human Resources - Other	\$ 951	\$ 7,595	\$ -	\$ 638	\$ 1,518	\$ -	\$ -	\$ -
Corporation Counsel	\$ 11,448	\$ 3,390	\$ 1,647	\$ 1,295	\$ -	\$ 195	\$ 15,532	\$ 7,299
Fox River Clean-Up	\$ 83,958	\$ 24,764	\$ 20,271	\$ 23,143	\$ 7,744	\$ 2,099	\$ 13,857	\$ 4,080
Port	\$ -	\$ 9,772	\$ 20,847	\$ 12,491	\$ -	\$ -	\$ -	\$ -
Solid Waste/Resource Recovery	\$ 35,500	\$ -	\$ -	\$ -	\$ -	\$ 5,885	\$ -	\$ -
Bond	\$ 281	\$ -	\$ -	\$ 374	\$ -	\$ -	\$ -	\$ -
Child Support	\$ -	\$ -	\$ 2,102	\$ 14,133	\$ 10,857	\$ 521	\$ 969	\$ 880
Revolving Loan	\$ -	\$ -	\$ 3,017	\$ 3,170	\$ -	\$ -	\$ 2,629	\$ -
Human Services	\$ -	\$ -	\$ 55,310	\$ 69,110	\$ 99,797	\$ 71,180	\$ 92,481	\$ 43,803
Airport	\$ -	\$ -	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ -
Library	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,159	\$ 846	\$ 1,341
Treasurer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -
CTC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,074	\$ 9,674
Highway	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,656	\$ 67,473
Total	\$ 283,928	\$ 214,484	\$ 215,405	\$ 126,768	\$ 139,959	\$ 108,622	\$ 256,656	\$ 67,473

Source: Administration

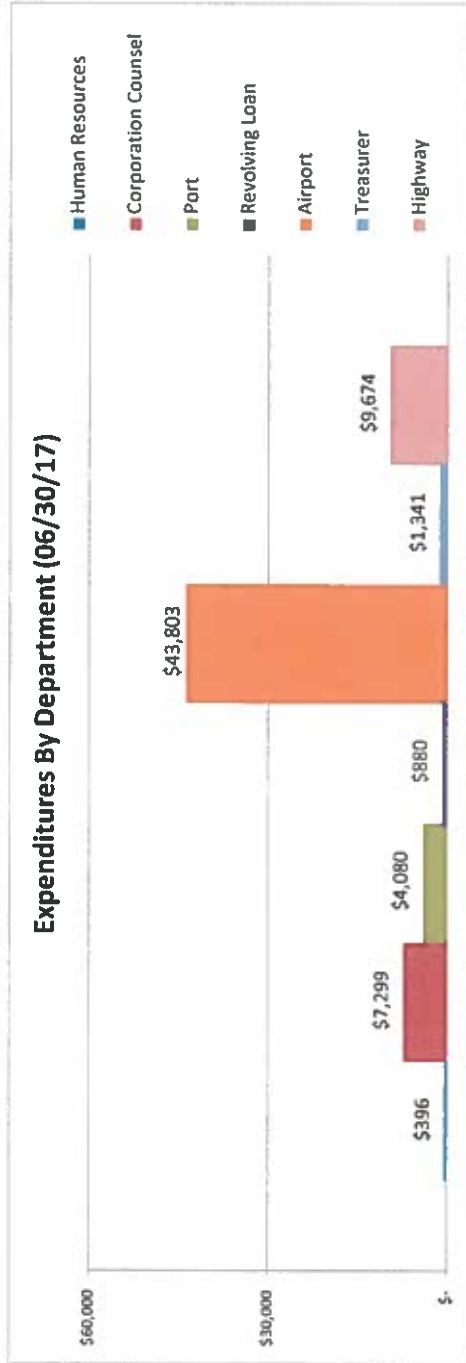
* Retainer Fee - County Board Legal Representation

^ Retainer Fee - Labor Attorney/Negotiator/Arbitration

Total Expenditures By Year



**Brown County Board of Supervisors
Internal Audit
Legal Bills Paid (2017 YTD)
By Department**



Brown County
Budget Status Report -- Levy Funded Departments
As of June 30, 2017

Department	Total Tax Levy 2017	Amended Budget Surplus (Deficit)	Pro-Rated Budget Surplus (Deficit)	Actual Activity Surplus (Deficit)	vs budget Variance Favorable (Unfavorable)	Comments (Updated quarterly) (Last updated -- June 2017)
006 Board Office	575,188	0	0	31,732	31,732	Wages and benefits are 5% below budgeted amounts. Majority of annual membership dues have been paid. Audit fees are currently 14% below budgeted amounts.
010 Circuit Courts	2,080,509	0	0	84,239	84,239	Revenues are 2% above budgeted amounts, primarily due to all carryover revenue and transfers from General Revenues have occurred for the year. Wages and benefits are 5% below budgeted amounts. Operating expenses are 2% above budgeted amounts. Encumbrance posting error related to capital outlay needs to be posted.
012 Clerk of Courts	718,148	0	0	172,418	172,418	Wages/benefits are 3% below budgeted amounts. Operating expenses are 13% below budgeted amounts, but this is skewed because attorney and Guardian ad Litem invoices are typically one month behind. (Budgeted monthly attorney/GAL amount is about \$64,000.)
013 Public Safety	6,777,230	0	0	(206,483)	(206,483)	Wages/benefits are 5% below budgeted amounts. Operating expenses are 23% above budgeted amounts, primarily due to majority of annual equipment maintenance contracts have been paid for the year.
014 Medical Examiner	476,487	0	0	51,973	51,973	Revenues are 7% below budgeted amounts, primarily due to charges to other counties are 38% below budgeted amounts. Wages/benefits are 7% above budgeted amounts (as compared to 5% for May). Operating expenses are 17% below budgeted amounts, primarily because Dane County has not billed us for the first six months additional autopsy services (\$122,000).
016 Corporation Counsel	679,501	0	0	118,670	118,670	Revenues are 2% above budgeted amounts, due to all carryover revenue for the year has already been received. Wages/benefits are 14% below budget, primarily due to increased billings to Human Services. Operating expenses are 19% below budget, with the surplus primarily within the Legal Services account.
019 County Clerk	276,210	0	0	110,142	110,142	Revenues in total are 21% above budgeted amounts, primarily due to municipal charges for election software at 148% of budgeted amounts. Public charges are 11% above budgeted amounts, primarily within passport revenue. Wages/benefits are 4% below budgeted amounts. Operating expenses are 12% above budget, primarily due to election software maintenance charges.

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Department	Total Tax Levy 2017	Amended Budget Surplus (Deficit)
024 District Attorney	1,398,455	0
029 Executive	354,138	0
032 Administration	1,217,618	0
048 Land Conservation	437,922	0
054 Facility Management	2,491,248	0
058 Museum	887,121	0
060 Health	2,064,114	0
062 Park	875,835	0

Pro-Rated Budget Surplus (Deficit)	Actual Activity Surplus (Deficit)	vs budget Variance Favorable (Unfavorable)	Comments (Updated quarterly) (Last updated -- June 2017)
0	65,972	65,972	Revenues are 2% below budgeted amounts, primarily within federal grants. Wages/benefits are 4% below budgeted amounts. Operating expenses are 1% below budgeted amounts.
0	34,258	34,258	Revenues in total are at budgeted amounts, although no donations have been received yet. Wages/benefits are 5% below budgeted amounts. Operating expenses are 22% below budgeted amounts, primarily within Contributions.
0	271,274	271,274	Revenues are 2% above budgeted amounts, primarily due to all carryover funds have been recognized. Wages/benefits are 12% below budgeted amounts due to staff vacancies. Operating expenses are 21% below budgeted amounts. This is primarily due to Contributions for the 10 gigabyte initiative not paid out yet as well as no temporary replacement help used yet.
0	33,304	33,304	Revenues are 10% below budgeted amounts, primarily within federal and state grants. Wages/benefits are 8% under budgeted amounts, due to an open position that is grant funded. Operating expenses are 21% above budgeted amounts, primarily within Contracted Services.
0	183,825	183,825	Revenues in total are approximately at budgeted amounts. Wages/benefits are 2% under budgeted amounts. Operating expenses are 8% below budgeted amounts, primarily within Repairs & Maintenance Buildings.
0	8,785	8,785	Revenues are 3% below budgeted amounts, with Public Charges for Services 12% below budgeted amounts.. Wages/benefits are 4% below budgeted amounts. Operating expenses are 3% above budgeted amounts. Majority of Professional Services for the year have been paid or encumbered.
0	274,455	274,455	Revenues are 1% above budgeted amounts. Wages/benefits are 8% below budgeted amounts. Operating expenses are 7% over budgeted amounts, but this includes encumbrances for the year for Rental Space and Equipment Non-Outlay.
0	20,539	20,539	Revenues are 6% below budgeted amounts. No grant revenue has been recognized. Wages/benefits are 8% below budgeted amounts. Operating expenses are 2% above budgeted amounts.

Department	Total Tax Levy 2017	Amended Budget Surplus (Deficit)
064 Human Resources	1,392,806	0
066 PALS	613,513	0
072 Register of Deeds	(777,187)	0
074 Sheriff	29,063,107	0
080 Treasurer	(1,355,522)	0
083 UW Extension	442,652	0
084 Veterans Service	340,995	0
Subtotal	51,030,088	0

Pro-Rated Budget Surplus (Deficit)	Actual Activity Surplus (Deficit)	vs budget Variance Favorable (Unfavorable)	Comments (Updated quarterly) (Last updated -- June 2017)
0	228,759	228,759	Revenues are 3% above budgeted amounts, primarily because all Carryover revenues have been recognized. Wages/benefits are 17% below budgeted amounts due to staff vacancies. Operating expenses are 1% above budgeted amounts, primarily due to IRS audit adjustments and temporary staffing levels.
0	155,405	155,405	Revenues in total are 2% above budgeted amounts. Wages/benefits are 4% below budgeted amounts. Operating expenses are 12% below budgeted amounts, primarily within Contracted Services and Grant Expenditures. The majority of capital outlay for the year has occurred.
0	(18,248)	(18,248)	Revenues are 6% below budgeted amounts, primarily within public recording charges. Wages/benefits are 7% under budgeted amounts. Operating expenses are 16% above budgeted amounts, primarily due to annual maintenance contract payments as well as encumbered funds for Contracted Services.
0	385,794	385,794	In total, revenues are 1% below budgeted amounts. Wages/benefits are 3% below budgeted amounts, with overtime 8% above budgeted amounts. Operating expenses are 3% above budgeted amounts. Boarding of prisoners is 41% above budgeted amounts.
0	135,365	135,365	Revenues in total are 16% above budgeted amounts. Interest on taxes are 8% below budget, whereas the following categories are above budgeted revenues: Ag Use Conversion penalty 40%, Tax Deed sales 412% and Investment Interest 6%. Wages/benefits are 4% below budgeted amounts. Operating expenses are 1% above budgeted amounts.
0	(201)	(201)	Revenues are 1% below budgeted amounts, primarily within Donations. Wages/benefits are 6% below budgeted amounts. Operating expenses are 2% above budgeted amounts.
0	27,096	27,096	Revenues, including carryover for veterans relief, are 5% above budgeted amounts. Wages/benefits are 2% below budgeted amounts. Operating expenses are 5% below budgeted amounts, primarily within veterans relief payments.
0	2,169,074	2,169,074	

Department	Total Tax Levy 2017	Amended Budget Surplus (Deficit)
090 General Government	(9,114,515)	(2,156,850)
General Fund totals	41,915,573	(2,156,850)
105 Library	6,681,389	(119,611)
201 CP	15,543,199	(75,000)
210 Child Support	359,938	0
230 Syble Hopp School	2,802,612	(59,542)
240 County Roads and Bridges	141,000	(250,000)
300 Debt Services	14,086,908	(793,236)
412 Veteran's Memorial Comp Cap Fund	50,595	(603,753)
440 Highway Projects	0	0
447 2017 Highway Projects	1,367,053	0
630 CTC	3,001,525	(523,029)
Brown County totals	85,949,792	(4,581,021)
900 Aging Resource Center	712,180	0
Grand Totals	86,661,972	(4,581,021)

Pro-Rated Budget Surplus (Deficit)	Actual Activity Surplus (Deficit)	vs budget Variance Favorable (Unfavorable)	Comments (Updated quarterly) (Last updated -- June 2017)
(1,078,425)	(2,984,624)	(1,906,199)	Revenues - State shared revenue payments are not due until July and November. Oneida tribal service agreement not due until August or September. \$280k environmental impact fee received. All carryover funds for 2017 have been transferred to departments already. Expenses - Funds retained for contract settlement have not been transferred yet. Funds held for year-end casual payouts are still retained. Multiple scheduled transfers to other departments have not occurred yet.
(1,078,425)	(815,550)	262,875	
(59,806)	54,588	114,394	Revenues are 2% above budgeted amounts. Wages/benefits are 5% below budgeted amounts. Operating expenses are 10% above budgeted amounts.
(37,500)	(382,796)	(345,296)	In total, revenues are 0.7% below budgeted amounts. Wages/benefits are at 0.6% below budgeted amounts. Operating expenses are 1.2% above budgeted amounts. Majority of capital outlay has occurred for the year.
0	(42,654)	(42,654)	Revenues are 6% below budgeted amounts. Wages/benefits are 6% below budgeted amounts. Operating expenses are 3% above budgeted amounts, primarily due to Contracted Services encumbrances.
(29,771)	2,300,886	2,330,657	Syble Hopp is on a different fiscal year end date (6/30) than Brown County (12/31).
(125,000)	(1,391,825)	(1,266,825)	Revenues are 24% under budget, primarily due to timing of when State Transportation Aids are received. Operating expenses are 4% above budgeted amounts. Construction costs are 31% above budgeted amounts.
(396,618)	(1,703,665)	(1,307,047)	Property tax revenue is not recognized evenly throughout the year. Semi-annual interest payments occurred in May. Principal payments due in November.
(301,877)	104,334	406,211	Revenues are 4% below budgeted amounts, primarily within Donations. Majority of Construction costs have not been incurred yet.
0	1,351,405	1,351,405	Transfer of budget entries have not been completed yet.
0	0	0	Transfer of budget entries have not been completed yet.
(261,515)	(434,660)	(173,145)	approximately at budgeted amounts. Operating expenses are 1% above budgeted amounts.
(2,290,512)	(959,937)	1,330,575	
0	153,700	153,700	Ledger for ADRC is only updated in June and December. June has not been updated yet.
(2,290,512)	(806,237)	1,484,275	